

**In the Matter Of:**

In Re: RMP - Schedule No. 34 - Renewable Energy Tariff

**HEARING PROCEEDINGS DOCKET NO. 16-035-T09**

*August 17, 2016*

*Job Number: 321408-A*

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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In the Matter of Rocky )  
Mountain Power's Proposed ) Docket No. 16-035-T09  
Electric Service Schedule ) Hearing  
No. 34, Renewable Energy )  
Tariff )  
)

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Salt Lake City, Utah

Wednesday, August 17, 2016

Reported by: Jennifer E. Garner, RPR  
Notary Public in and for the State of Utah  
Job No.: 321408-A

1 Proceedings before the Public Service  
2 Commission of Utah taken on the Fourth Floor of the  
3 Heber Wells Building, Room 403, located at 160 East  
4 300 South, Salt Lake City, Utah, on Wednesday, August  
5 17, 2016, at 9:00 a.m. before Jennifer E. Garner,  
6 Certified Court Reporter and Notary Public in and for  
7 the State of Utah.

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APPEARANCES

10 The Public Service Commissioners:

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Chairman Thad LeVar  
Commissioner David Clark  
Commissioner Jordan White

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Rocky Mountain Power:

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Yvonne R. Hogle, Esq.

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16 Division of Public Utilities:

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Justin Jetter, Esq.

18 Office of Consumer Services:

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Robert Moore

20 Utah Clean Energy:

21

Sophie Hayes

22 Enyo Renewable Energy:

23

Stephen F. Mecham

24 Wal-Mart Stores, Inc.:

25

Vicki M. Baldwin

1 Utah Association of Energy Users:

2 Gary A. Dodge

3 Park City Municipal Corporation:

4 Sophie Hayes

5

6

INDEX

7

WITNESSES

PAGE

8

For Rocky Mountain Power

9

Joelle R. Steward

8

10

For the Division of Public Utilities

11

Charles E. Peterson

19

12

For the Office of Consumer Services

13

Cheryl Murray

23

14

For Utah Clean Energy

15

Sarah Wright

30

16

For Park City Municipal Corporation

17

Ann Ober

38

18

For Wal-Mart Stores, Inc.

19

Steve W. Chriss

40

20

For Enyo Renewable Energy

21

Christine Mikell

43

22

23

24

25

1	ENTRIES INTO THE RECORD	Page 4
2	DESCRIPTION	PAGE
3	Joelle Steward's Direct Testimony and attachments thereto	10
4	Charles Peterson's Direct Testimony	21
5	Cheryl Murray's Direct Testimony	25
6	Sarah Wright's Direct Testimony and Exhibit	30
7	Ann Ober's Direct Testimony	39
8	Christine Mikell's Direct Testimony	44
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 PROCEEDINGS

2

3 CHAIRMAN LEVAR: Good morning. We're here  
4 in the matter of Rocky Mountain Power's Proposed  
5 Electric Service Schedule No. 34, Renewable Energy  
6 Tariff. This is Public Service Commission Docket  
7 Number 16-035-T09.

8 And why don't we start with appearances  
9 for the Utility.

10 MS. HOGLE: Good morning. Yvonne Hogle on  
11 behalf of Rocky Mountain Power and with me here today  
12 is Joelle Steward.

13 CHAIRMAN LEVAR: Okay. Thank you. For  
14 the Division?

15 MR. JETTER: Good morning. I'm Justin  
16 Jetter with the Utah Attorney General's Office  
17 representing the Utah Division of Public Utilities.  
18 And with me at counsel table is Charles Peterson with  
19 the Division.

20 CHAIRMAN LEVAR: Okay. Thank you. For  
21 the office?

22 MR. MOORE: Robert Moore with the AG's  
23 office representing the Office of Consumer Services.  
24 With me is Cheryl Murray with the office.

25 CHAIRMAN LEVAR: Okay. Thank you. We'll

1 go over to Mr. Mecham.

2 MR. MECHAM: Steve Mecham representing  
3 Enyo Renewable Resources.

4 CHAIRMAN LEVAR: Okay. Do you intend to  
5 put on a witness today?

6 MR. MECHAM: No.

7 CHAIRMAN LEVAR: No. Okay. Ms. Hayes?

8 MS. HAYES: Good morning. Sophie Hayes on  
9 behalf of Utah Clean Energy, and with me today is  
10 Ms. Sarah Wright, who will provide a statement today.

11 And I would just like to note that there  
12 are a number of parties in attendance today who are  
13 interveners but are not represented by counsel in the  
14 audience.

15 CHAIRMAN LEVAR: Now, let me -- that  
16 raises a point I was going to clarify with you. Are  
17 you assisting Park City Municipal Corporation today?

18 MS. HAYES: Only on an informal basis.

19 CHAIRMAN LEVAR: Okay. Ms. Baldwin?

20 MS. BALDWIN: Vicki Baldwin on behalf of  
21 Wal-Mart Stores, Incorporated, and today with me I  
22 have Steve Chriss and he will be providing a  
23 statement.

24 CHAIRMAN LEVAR: Mr. Dodge?

25 MR. DODGE: Good morning, Mr. Chairman.

1 Gary Dodge. In this docket, I've intervened on  
2 behalf of UAE. UAE supports the stipulation and  
3 signed it but does not intend to call a witness  
4 today.

5 CHAIRMAN LEVAR: Okay. Thank you.

6 And as Ms. Hayes mentioned, I'll just ask  
7 if there are any others who plan to participate in  
8 the hearing or provide statements who are not  
9 represented by counsel at the front table. So I'll  
10 just ask the room if there are any who intend to do  
11 so.

12 And I'm not seeing any positive  
13 indications. So I think we have all the participants  
14 on the record.

15 Any other preliminary matters before we go  
16 to Ms. Hogle?

17 MS. HOGLE: I have one thing, Mr.  
18 Chairman. I'm wondering if we should ask our  
19 witnesses to take the witness stand or if we can  
20 remain seated at counsel table, all of us.

21 CHAIRMAN LEVAR: Certainly. Let me just  
22 see if that's a problem for the court reporter.

23 Is that a problem for you if they stay at  
24 the table?

25 THE COURT REPORTER: No, that's fine.



1 CHAIRMAN LEVAR: Okay. And any other  
2 objections from anybody to proceeding that way?

3 (No responses.)

4 Okay. That sounds great. Thanks. We'll  
5 turn it over to you.

6 MS. HOGLE: Thank you. The company calls  
7 Joelle Steward and she needs to be sworn.

8 CHAIRMAN LEVAR: Okay.

9 Ms. Steward, do you swear to tell the  
10 truth?

11 MS. STEWARD: Yes.

12 CHAIRMAN LEVAR: Thank you.

13

14 JOELLE STEWARD,  
15 called as a witness, being first sworn,  
16 was examined and testified as follows:

17

18 EXAMINATION

19 BY MS. HOGLE:

20 Q. Could you please state your name and  
21 address for the record.

22 A. My name is Joelle Steward. My address is  
23 1407 West North Temple, Suite 330, Salt Lake City,  
24 84116.

25 Q. And what is your position with RMP, and

1 **can you provide a little bit of background?**

2 A. I'm the director of rates and regulatory  
3 affairs for PacifiCorp and Rocky Mountain Power. I  
4 oversee the rates for all six states and regulatory  
5 affairs for the Rocky Mountain Power states.

6 Q. **And, in that capacity, did you prepare**  
7 **direct testimony and a new proposed Schedule 34**  
8 **Tariff to support a filing for approval of the**  
9 **Schedule 34 in June of 2016?**

10 A. Yes.

11 Q. **And do you have any changes to your direct**  
12 **testimony that you would like to make?**

13 A. No.

14 Q. **So if I were to ask you the questions in**  
15 **your direct testimony again here today, would your**  
16 **answers be the same?**

17 A. Yes, subject to the changes in the tariff  
18 that were adopted by the stipulation.

19 MS. HOGLE: I would move for the -- I'd  
20 move for the entry into the record of Ms. Joelle  
21 Steward's direct testimony and any attachments  
22 thereto.

23 CHAIRMAN LEVAR: Okay. Any objection to  
24 that?

25 (No responses.)

1 CHAIRMAN LEVAR: Okay. That will be  
2 entered.

3 (Joelle Steward's Direct Testimony and  
4 attachments thereto were entered into the  
5 record.)

6 And I'll just interrupt you for a second.  
7 It looks like we got a message that the Division and  
8 the Office's speaking is not being picked up by the  
9 streaming. So if you'll -- I'd ask everyone to stay  
10 close to their microphones. Thank you.

11 Sorry for the interruption.

12 MS. HOGLE: Okay.

13 **Q. (By Ms. Hogle) Ms. Steward, were you**  
14 **involved in the settlement discussions that led to**  
15 **the Settlement Stipulation before the Commission here**  
16 **today?**

17 A. Yes.

18 **Q. And can you provide some background**  
19 **related to this Division and RMP Schedule 34 Tariff?**

20 A. Yes. Good morning Commissioners and  
21 parties. Schedule 34 is a new tariff offering that  
22 will allow Rocky Mountain Power to enter into  
23 contracts to provide renewable energy to qualified  
24 customers.

25 The proposed tariff sets out certain

1 conditions that must be met or considered for any  
2 contract submitted to the Commission for approval.

3           Approval of this tariff will add to the  
4 tariff opportunities that the company has developed  
5 over the years to respond to customers' growing  
6 interest in renewable energy. These include the Blue  
7 Sky Program, the Utah Solar Incentive Program, and  
8 most recently the Subscriber Solar Program.

9           Schedule 34, in particular, will enable  
10 the company to work with large customers to meet  
11 their renewable energy goals. The proposed Schedule  
12 34 balances the ability to offer customized solutions  
13 to these large sophisticated customers while  
14 protecting other customers from any cost shifts.

15           The proposed Schedule 34 is consistent  
16 with the sustainable and -- Sustainable  
17 Transportation and Energy Plan Act, or STEP, that was  
18 recently enacted by the Utah legislature earlier this  
19 year. This law grants the Commission the authority  
20 to approve a renewable energy tariff if the  
21 Commission determines that it's reasonable and in the  
22 public interest.

23           Schedule 34 -- the Schedule 34 filing drew  
24 a fair amount of interest from interveners  
25 representing a diverse group of participants. After

1 testimony and several discussions among the parties,  
2 we ultimately reached an agreement on the proposed  
3 Schedule 34 that we have before you today.

4 **Q. Can you please walk through the key events**  
5 **that led to the stipulation?**

6 A. Yes. Following the initial filing, a  
7 technical conference was held with interested parties  
8 on July 22nd. At that meeting, the Company walked  
9 through the proposed tariff and we responded to  
10 questions and held general discussions with parties.

11 From the date of that workshop until the  
12 stipulation was filed on August 11th, and, in  
13 particular, a settlement meeting on August 8th, the  
14 parties have exchanged provisions to the proposed  
15 tariff culminating in the version before you today.

16 **Q. Can you please walk through the key**  
17 **provisions in the final Schedule 34 tariff?**

18 A. Yes.

19 **Q. So the proposed tariff lays out key**  
20 **provisions for customer contracts that we would bring**  
21 **before the Commission for approval.**

22 **First, consistent with the law, the**  
23 **proposed tariff would be applicable to customers with**  
24 **at least five megawatts of load. Customers with**  
25 **multiple points of delivery under a single corporate**

1 name can aggregate to satisfy the five megawatt  
2 threshold.

3 The tariff sets out monthly administrative  
4 fees for all Schedule 34 customers. These fees are  
5 intended to recover the costs of metering and billing  
6 under the contract.

7 As part of the stipulation, the Company  
8 modified the proposed administrative fees to lower --  
9 to reflect a lower charge for additional meters that  
10 could be aggregated by a customer. These charges may  
11 be reevaluated in a rate case based on actual  
12 experience with billing under these contracts.

13 In the final tariff, there are five  
14 sections that outline conditions of service. As I  
15 walk through these, I'll highlight several changes  
16 that were made between the initial filing and the  
17 stipulation.

18 Section 1 generally lays out the elements  
19 that must be included in the contract filing. There  
20 are several parts: Parts A through G.

21 Part A states that the contract must  
22 provide delivery of renewable energy to the customer  
23 from one or more renewable resources.

24 Part B requires that the amount of  
25 renewable energy to be acquired must not exceed the

1 customer's energy usage. In the stipulated tariff, a  
2 provision was added to address how energy output in  
3 excess of customer usage could be treated in the  
4 contract.

5 Part C sets the pricing provisions for the  
6 contract. This part was modified and restructured  
7 from the initial filing for clarify and consistency  
8 with the law. This part provides that, under the  
9 contract, the customer will pay the normal tariff  
10 rate, administrative fees, and either an incremental  
11 charge that's equal to the difference between the  
12 cost to supply the renewable energy generation to the  
13 customer and avoided costs or a different method that  
14 would be spelled out in the contract for approval by  
15 the Commission.

16 Part D includes requirements that the  
17 contract contain service termination provisions that  
18 will obligate the customer to pay all costs of the  
19 renewable energy resource in the event that the  
20 contract terminates early.

21 A provision was added in the stipulated  
22 tariff that could allow a customer to transfer  
23 obligation to a different point of delivery in order  
24 to avoid termination fees. This part ensures that  
25 customers will not be harmed if a customer with a

1 renewable energy contract leaves the Company's  
2 service territory before the term of the contract.

3 Part E requires that the customer provide  
4 adequate credit assurances in order to be able to  
5 enter into a contract.

6 For new or expanding customers who  
7 expected to ramp up to the five megawatt threshold  
8 required by the law, Part F specifies that the  
9 contract may identify the consequences of failing to  
10 meet that threshold within the expected time frame.

11 And Part G provides that the contract  
12 address the extent to which any rate adjustments,  
13 such as the energy balancing account, would apply to  
14 the customer.

15 Conditions of Service Number 2 further  
16 clarifies that a different method for pricing  
17 identified in the contract must be just and  
18 reasonable and in the public interest.

19 Evaluation of the contract must include  
20 consideration of any issues the Commission deems  
21 relevant, which may include a contribution to system  
22 fixed costs.

23 For a customer other than a new customer  
24 or an existing customer expanding its load,  
25 evaluation of the public interest will include



1 consideration of existing facilities.

2 Condition 3 is a new condition. This  
3 allows a customer of a contract under Schedule 34 to  
4 transfer its rights and obligations to the renewable  
5 resource to another customer subject to Commission  
6 approval of a new contract. This provision was added  
7 to provide a customer flexibility to respond to  
8 changing circumstances.

9 Condition 4 sets out the criteria for  
10 eligible renewable resources that could be used under  
11 the option. It also specifies that unbundled RECs  
12 may be required by the Company on behalf of the  
13 customer at that customer's expense if it's necessary  
14 to meet the customer's renewable energy goals during  
15 a ramp-up period.

16 And then lastly, Condition 5 requires a  
17 nonrefundable application fee of \$5,000 from each  
18 customer requesting service under this option. This  
19 fee is intended to offset, at least in part, the  
20 one-time cost to the Company for negotiation and  
21 preparation of the contract.

22 **Q. Ms. Steward, do you have any final closing**  
23 **remarks for the Commission?**

24 A. Yes. The Company supports the Settlement  
25 Stipulation before you today. The Company believes

1 it is in the public interest, it is consistent with  
2 the law, and it is the culmination of discussions  
3 with a diverse group of parties during this process.

4 While not all parties who actively  
5 negotiated and contributed to the final proposed  
6 Schedule 34 signed the stipulation, we are authorized  
7 to represent that they do not oppose the final  
8 Schedule 34 presented here today.

9 The Company appreciates the engagement and  
10 constructive approach that was taken by all parties  
11 in this proceeding. The Company is not aware of any  
12 party that opposes the stipulation or the final  
13 tariff, and we believe the final tariff addresses all  
14 concerns that have been raised.

15 With that, that concludes my summary.  
16 Thank you for your time.

17 MS. HOGLE: Ms. Steward is available for  
18 questions.

19 CHAIRMAN LEVAR: Thank you.

20 Mr. Jetter, do you have any questions for  
21 the witness?

22 MR. JETTER: I have no questions. Thank  
23 you.

24 CHAIRMAN LEVAR: Thank you.

25 Mr. Moore?

1 MR. MOORE: No questions. Thank you.

2 CHAIRMAN LEVAR: Thank you.

3 Ms. Hayes?

4 MS. HAYES: No questions. Thank you.

5 CHAIRMAN LEVAR: Okay. Ms. Baldwin?

6 MS. BALDWIN: No questions. Thank you.

7 CHAIRMAN LEVAR: Mr. Dodge?

8 MR. DODGE: No questions. Thank you.

9 CHAIRMAN LEVAR: Commissioner Clark, if  
10 you have questions, do you want to do any now or  
11 would you prefer to wait until we'll through with all  
12 of the witnesses to decide if you have questions?

13 COMMISSIONER CLARK: I have a question or  
14 two, but it might be most efficient to just address  
15 them to the witnesses generally as a panel.

16 CHAIRMAN LEVAR: Once they've gone.

17 Okay. Is there any objections to  
18 maintaining all witnesses until everyone is finished?

19 Any other...

20 COMMISSIONER WHITE: That is the same.  
21 I'll see. If I have any, I'll wait until the end.

22 CHAIRMAN LEVAR: Thank you.

23 Anything further, Ms. Hogle?

24 MS. HOGLE: Nothing further. Thank you.

25 CHAIRMAN LEVAR: Thank you.

1 Mr. Jetter?

2 MR. JETTER: Thank you. The Division  
3 would like to -- I'm not sure if my microphone --

4 CHAIRMAN LEVAR: It's not on. Is the  
5 green light on?

6 MR. JETTER: It is on, yeah.

7 CHAIRMAN LEVAR: Is there a way to share  
8 Mr. Peterson's --

9 MR. JETTER: Is this better?

10 CHAIRMAN LEVAR: Yes.

11 MR. JETTER: Great.

12 The Division decision would like to call  
13 and have sworn in Mr. Charles Peterson.

14 CHAIRMAN LEVAR: Okay. Mr. Peterson, do  
15 you swear to tell the truth?

16 MR. PETERSON: Yes.

17 CHAIRMAN LEVAR: Thank you.

18

19 CHARLES PETERSON,  
20 called as a witness, being first sworn,  
21 was examined and testified as follows:

22

23 EXAMINATION

24 BY MR. JETTER:

25 Q. I just have a few questions for you,

1 Mr. Peterson. Would you please state your name and  
2 participation for the record.

3 A. Charles E. Peterson. P-E-T-E-R-S-O-N.  
4 I'm a technical consultant with the Division of  
5 Public Utilities.

6 Q. Thank you. And, in the course of your  
7 employment, have you had the opportunity to review  
8 the application filed by the Company in this docket?

9 A. Yes.

10 Q. And did you create a cause to be filed  
11 with the Commission, comments dated July 28, 2016?

12 A. Yes.

13 Q. Do you have any corrections or edits you'd  
14 like to make to those?

15 A. I have none.

16 Q. And I understand that we -- the Division  
17 has supported the stipulation that may vary slightly  
18 in some ways from those comments. With that  
19 exception, if you were asked the same questions that  
20 are in those comments today, would your answers be  
21 the same?

22 A. Yes.

23 Q. I would like to move at this time to enter  
24 the July 28th direct testimony of Charles Peterson  
25 into the record.

1 CHAIRMAN LEVAR: If there are any  
2 objections please let me know.

3 (No responses.)

4 CHAIRMAN LEVAR: I'm not seeing any. So  
5 those will be entered. Thank you.

6 (Charles Peterson's Direct Testimony  
7 entered into the record.)

8 MR. JETTER: Thank you.

9 Q. (By Mr. Jetter) Have you prepared a brief  
10 statement to provide to the Commission today?

11 A. Yes. A very brief statement.

12 Good morning, Commissioners. Briefly, the  
13 Division supports the stipulation and the attached  
14 proposed Schedule 34 that is before you as being just  
15 and reasonable and in the public interest.

16 The proposed Schedule 34 is the result of  
17 lengthy and sometimes tense negotiations that were  
18 done under significant time pressure. The Division  
19 wishes to thank the participants for their efforts  
20 and input into the result.

21 Ms. Steward has already explained the  
22 history and some of the details of Schedule 34. So I  
23 will not indulge the Commission's time to continue  
24 that. But I will note that the Stipulation Paragraph  
25 14 provides for a review of Schedule 34 within

1 12 months to be initiated by the Division. This  
2 review will perhaps be informed by additional  
3 experience since, at this point, there is only one  
4 contract that is going to be presented to you under  
5 the schedule, which we'll hear about tomorrow.

6 Again, the Division thanks those who  
7 participated, and this completes my opening remarks.

8 MR. JETTER: Thank you. And I have no  
9 further questions for Mr. Peterson. So he's  
10 available now for cross from other parties, and I  
11 believe will remain sworn in until the Commission is  
12 ready to proceed with its questions for all the  
13 witnesses.

14 CHAIRMAN LEVAR: Okay. Thank you.  
15 Ms. Hogle, do you have anything now?

16 MS. HOGLE: No cross.

17 CHAIRMAN LEVAR: Mr. Moore?

18 MR. MOORE: No questions.

19 CHAIRMAN LEVAR: Thank you.  
20 Mr. Dodge?

21 MR. DODGE: No, thank you.

22 CHAIRMAN LEVAR: Ms. Hayes?

23 MS. HAYES: No, thank you.

24 CHAIRMAN LEVAR: Ms. Baldwin?

25 MS. BALDWIN: No, thank you.

1 CHAIRMAN LEVAR: Okay. Thank you.

2 Anything else, Mr. Jetter?

3 MR. JETTER: No. That's the presentation  
4 from the Division today.

5 CHAIRMAN LEVAR: Thank you.

6 Mr. Moore?

7 MR. MOORE: The office would like to call  
8 and have sworn in Ms. Murray.

9 CHAIRMAN LEVAR: Ms. Murray, do you swear  
10 to tell the truth?

11 MS. MURRAY: Yes.

12 CHAIRMAN LEVAR: Thank you.

13

14 CHERYL MURRAY,  
15 called as a witness, being first sworn,  
16 was examined and testified as follows:

17

18 EXAMINATION

19 BY MR. MOORE:

20 Q. Could you state your name, title, and work  
21 address?

22 A. My name is Cheryl Murray. I am a utility  
23 analyst for the Office of Consumer Services. My work  
24 address is 160 East 300 South, Salt Lake City, Utah.

25 Q. Did you submit direct testimony in this



1 **docket?**

2 A. Yes. On behalf of the office on July 28,  
3 2016, I provided eight pages of direct testimony  
4 related to Proposed Electric Schedule 34 Renewable  
5 Energy Tariff, or RET.

6 **Q. What was the office's recommendation at**  
7 **that time?**

8 A. The office identified a number of concerns  
9 it had with the RET. Therefore, our recommendation  
10 was that the Commission not approve the Schedule 34  
11 RET as filed.

12 We also noted that there were ongoing  
13 discussions among the parties to the docket, and we  
14 were optimistic that our concerns could be addressed  
15 in a Revised RET.

16 **Q. Have you participated on behalf of the**  
17 **Office in discussions that led to the Settlement**  
18 **Stipulations?**

19 A. Yes. Michelle Beck, director of the  
20 Office, and I participated in all the settlement  
21 discussions.

22 **Q. Have the Office's concerns been addressed**  
23 **in the Revised Schedule 34 Tariff and Settlement**  
24 **Agreement?**

25 A. For the most part, they have been

1 addressed and resolved or potential impacts  
2 mitigated.

3 **Q. At this time, I would ask that Ms.**  
4 **Murray's direct written testimony be entered into the**  
5 **record.**

6 CHAIRMAN LEVAR: Okay. Please indicate if  
7 there is any objection from any party.

8 (No responses.)

9 CHAIRMAN LEVAR: And I'm not seeing any so  
10 that will be entered. Thank you.

11 (Cheryl Murray's Direct Testimony entered  
12 into the record.)

13 **Q. Have you prepared a statement regarding**  
14 **the Office's view of the Revised Schedule 34?**

15 A. Yes, I have.

16 **Q. Please proceed.**

17 A. Thank you. Good morning, Commissioners.  
18 As stated above and as stated before in our direct  
19 testimony, the Office identified certain concerns  
20 regarding the Company's proposed RET, causing us to  
21 recommend that it not be approved.

22 Through discussions and negotiations with  
23 parties to the docket, revisions to the RET were  
24 agreed upon. And on August 11, 2016, a Revised RET  
25 and Settlement Stipulation were filed with the

1 Commission.

2           The Company is provided a comprehensive  
3 overview of the Revised RET and Stipulation, which I  
4 will not repeat. I will discuss briefly how the  
5 Revised RET and Stipulation address concerns  
6 identified in our direct testimony.

7           The Office expressed concern that allowing  
8 a new customer's annual peak load to be based on  
9 projected demand to be reached over a period  
10 specified by contract was too open-ended, and that  
11 the tariff should have some limiting language, such  
12 as 36 months. The Revised RET reads, "For new  
13 customers, annual peak load will be based on the  
14 customer's contract demand to be reached within a  
15 ramp-up period of 36 months or such other period  
16 approved by the Commission."

17           Regarding renewable energy credits, the  
18 Office was concerned that the tariff did not clearly  
19 identify who will bear the costs for the acquisition  
20 of RECs. The new RET language at 4.B. explicitly  
21 identifies the customer as the party responsible for  
22 those costs.

23           Rates based on a different method: The  
24 RET allows the use of a different method, which must  
25 be set forth in the contract to determine the rates

1 the customer will be charged. The Office testified  
2 that the Company must be required to explain and  
3 justify any different methodology it proposes to  
4 utilize in a contract. One specific concern of the  
5 Office was with the possibility of current customers  
6 leaving the system and avoiding paying for resources  
7 that had, in part, been added to meet their needs.  
8 The stipulation at 13.C. addresses the concern.

9 In addition to the issues mentioned above,  
10 because the RET embodies a new concept and parties  
11 were working to meet an expedited schedule, the  
12 Office believes it will be important to monitor and  
13 revisit the RET.

14 The Office asserts that in an effort to  
15 diminish the impact of any potential shortcomings,  
16 missteps, or unintended consequences as a result of  
17 the RET, this review should take place before a large  
18 number of participants or a large amount of load  
19 requests to be served under the RET.

20 Provision 14 of the stipulation requires  
21 that within 12 months after approval of the  
22 Stipulation, the Division shall report to the  
23 Commission concerning whether changes to the RET are  
24 advisable. This provision gives parties the  
25 opportunity for further review and to recommend

1 appropriate modifications to the RET and is an  
2 important element of the settlement to make sure we  
3 address and remedy any unintended consequences in a  
4 timely manner.

5           Beyond the 12-month report period, as with  
6 all tariffs, the Office expects that circumstances  
7 could cause a need for changes to the RET. If  
8 additional information and data demonstrate  
9 modifications are appropriate, a party, at any time,  
10 can request that the Commission approve such  
11 modifications.

12           Finally, the determination of the rate to  
13 be paid, as well as other important details, will be  
14 contained in individual customer contracts. Thus,  
15 the office asserts that each contract must be  
16 carefully reviewed and vetted prior to Commission  
17 approval and plans to conduct such review for any and  
18 all contracts submitted under this tariff.

19           With these considerations, the Office  
20 believes the Settlement Stipulation and Revised  
21 Schedule 34 are just and reasonable in result, and we  
22 recommend Commission approval.

23           And that concludes my statement.

24           MR. MOORE: Ms. Murray is now available  
25 for cross.

1 CHAIRMAN LEVAR: Thank you.  
2 Ms. Hogle, any questions?  
3 MS. HOGLE: No.  
4 CHAIRMAN LEVAR: Mr. Jetter?  
5 MR. JETTER: No questions. Thank you.  
6 CHAIRMAN LEVAR: Thank you.  
7 Mr. Dodge?  
8 MR. DODGE: No, thank you.  
9 CHAIRMAN LEVAR: Ms. Hayes?  
10 MS. HAYES: No, thank you.  
11 CHAIRMAN LEVAR: Ms. Baldwin?  
12 MS. BALDWIN: No questions. Thank you.  
13 CHAIRMAN LEVAR: Thank you.  
14 Thank you, Mr. Moore. Anything further?  
15 MR. MOORE: This concludes the Office's  
16 presentation.  
17 CHAIRMAN LEVAR: Okay. Thank you.  
18 Ms. Hayes?  
19 MS. HAYES: Thank you. Utah Clean Energy  
20 would like to call Ms. Sarah Wright to give a  
21 statement and she needs to be sworn.  
22 CHAIRMAN LEVAR: Ms. Wright, do you swear  
23 to tell the truth?  
24 MS. WRIGHT: I do.  
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SARAH WRIGHT,

called as a witness, being first sworn,  
was examined and testified as follows:

EXAMINATION

BY MS. HAYES:

**Q. Ms. Wright, will you please state your name, title, and business address for the record?**

A. Sarah Wright. I'm the executive director of Utah Clean Energy. Business address is 1014 Second Avenue, Salt Lake City, Utah, 84103.

**Q. Thank you. Did you file direct testimony, along with an exhibit on July 28, 2016?**

A. Yes.

**Q. To the best of your knowledge, are the answers contained in your direct testimony accurate?**

A. Yes.

MS. HAYES: At this point, Utah Clean Energy would like to admit the direct testimony of Ms. Wright along with the exhibit into the record.

CHAIRMAN LEVAR: Thank you. If anyone objects to that, please indicate to me.

I'm not seeing any objections. So that will be entered. Thank you.

(Sarah Wright's Direct Testimony and

1 exhibit entered into the record.)

2 Q. (By Ms. Hayes) Thank you. Do you have a  
3 statement you would like to present to the Commission  
4 today?

5 A. Yes, I do.

6 Q. Okay. Please proceed.

7 A. Utah Clean Energy supports increased  
8 customer options for assessing renewable energy  
9 resources and is supportive of the Company's efforts  
10 to facilitate them.

11 Utah Clean Energy participated in the  
12 settlement negotiations that gave rise to the  
13 Stipulation and Revised Schedule 34, which was filed  
14 with the Commission on August 11, 2016.

15 The Revised Schedule 34 represents, in  
16 Utah Clean Energy's view, a much-improved rate  
17 schedule and one we hope a number of customers will  
18 be able to utilize going forward. We appreciate all  
19 the intervening parties' efforts to address issues  
20 and come to an agreement with the Revised Schedule  
21 34, especially given the expedited time line.

22 Ultimately, Utah Clean Energy did not sign  
23 on to the Settlement Agreement due to a last minute  
24 change that we were unable to address in the docket's  
25 scheduled time frame. Nevertheless, we do not oppose



1 the Stipulation, and we are supportive of customers  
2 being able to utilize Schedule 34 to do their part to  
3 drive renewable energy solutions and meet corporate  
4 clean energy and climate commitments.

5 We believe the Revised Schedule 34 will  
6 work better for more customers. Of specific interest  
7 to Utah Clean Energy are the following: The monthly  
8 administrative fees are lower, which should lower the  
9 burden for customers, aggregating leaders to meet the  
10 five megawatt minimum load threshold.

11 Application of the "different method" for  
12 pricing contracts under Schedule 34 is no longer  
13 limited to new or expanding load, provided that the  
14 contracts are found to be just and reasonable and in  
15 the public interest. We believe this will provide  
16 much needed flexibility for existing Utah customers.

17 The tariff requires the contract address  
18 whether it is appropriate for renewable energy tariff  
19 customers to be subject to automatic fuel cost  
20 adjustments, which we feel is important.

21 I would like to explain to the Commission  
22 and other parties why Utah Clean Energy decided, in  
23 the end, not to sign onto the Settlement Stipulation.

24 The Revised Schedule 34 contains the  
25 following sentence within Condition Number 2:

1 "Evaluation of the contract shall --" within  
2 Condition Number 2: "Evaluation of the contract  
3 shall include consideration of any issues the  
4 Commission determines to be relevant, which may  
5 include but not be limited to contribution to fixed  
6 costs, if any."

7 It was this late addition of this sentence  
8 calling out contribution to fixed cost and our  
9 inability to resolve its inclusion within the time  
10 constraints of the schedule that precluded Utah Clean  
11 Energy from joining the Stipulation.

12 Contribution to fixed costs is likely an  
13 appropriate and relevant consideration in a number of  
14 Commission determinations, provided that the term  
15 "fixed costs" is defined or understood on a  
16 consistent basis. However, there are many issues,  
17 costs, and benefits that need consideration when  
18 evaluating just and reasonable rates and public  
19 interest.

20 The evidence and impacts of climate change  
21 continue to mount. NASA reports that 2015 was the  
22 warmest and hottest -- was the hottest year on  
23 record, and they published interim data that shows  
24 that, thus far, 2016 is on track to be even hotter.  
25 Louisiana is suffering from historic and devastating

1 flooding; California continues to suffer the impacts  
2 of extreme drought; and just yesterday 82,000 people  
3 were evacuated to protect them from rapidly moving  
4 wildfires; and last week, a heat wave in Texas  
5 contributed to record breaking peak electricity  
6 demand, with three record breaking peak demand days  
7 and six records broken in just one week.

8           Utah's current electricity supply is a  
9 significant source of greenhouse gases. We need to  
10 develop and accelerate cost-effective solutions.  
11 Renewable energy tariffs like Schedule 34 leverage  
12 corporate and municipal responsibility and customer  
13 investments to reduce the climate impacts of our  
14 electricity supply. While those of us in this room  
15 may not experience the worst impacts of climate  
16 change in our lifetime, our children and our  
17 grandchildren most certainly will.

18           Customer acquired renewable energy  
19 resources provide utilities with energy, system  
20 capacity, and other valuable services that can  
21 increase system reliability, to say nothing of their  
22 fossil-fuel free benefits. Therefore, given this  
23 context, Utah Clean Energy becomes concerned when an  
24 electricity tariff, in this case, Rocky Mountain  
25 Power's Renewable Energy Tariff, specifically

1 highlights system fixed costs among all the many  
2 factors that the Commission, in its discretion, may  
3 deem relevant for considering, when determining if a  
4 contract is just and reasonable and in the public  
5 interest.

6 Utah Clean Energy is concerned that the  
7 effect of this language is to introduce into the  
8 tariff itself the implicit notion that renewable  
9 resources, and the customers that acquire them,  
10 impose costs onto the utility system, without  
11 contributing valuable system, climate, and societal  
12 benefits.

13 Particularly because of the value these  
14 resources provide, it is in the public interest to  
15 ensure that renewable resources and the customers  
16 that acquire them have fair analysis at the Public  
17 Service Commission without burdening them with the  
18 presumption of lost fixed cost recovery.

19 And for this reason we did not sign onto  
20 the Settlement Agreement. But, again, we do not  
21 oppose the Stipulation. We think it is greatly  
22 improved from the original filing and sincerely  
23 appreciate all the parties' work on the tariff in the  
24 expedited time line. And that concludes my  
25 statement. Thank you.

1 MS. HAYES: Thank you. Ms. Wright is  
2 available for cross-examination.

3 CHAIRMAN LEVAR: Thank you. Any questions  
4 from Ms. Hogle?

5 MS. HOGLE: No cross.

6 CHAIRMAN LEVAR: Thank you.

7 Mr. Jetter?

8 MR. JETTER: No questions, Mr. Chair.

9 CHAIRMAN LEVAR: Thank you.

10 Mr. Moore?

11 MR. MOORE: No cross.

12 CHAIRMAN LEVAR: Mr. Dodge?

13 MR. DODGE: No questions.

14 CHAIRMAN LEVAR: Ms. Baldwin?

15 MS. BALDWIN: No questions. Thank you.

16 CHAIRMAN LEVAR: Thank you.

17 Anything else, Ms. Hayes?

18 MS. HAYES: No, not for Utah Clean Energy,  
19 but I am reminded by my witness that Park City did  
20 file testimony, and I'm wondering if you would like  
21 me to assist Ms. Ober in getting her testimony  
22 admitted to the record, if you would like to do that  
23 at some point.

24 CHAIRMAN LEVAR: Sure. And let me just  
25 note, in terms of other interveners, Interwest Energy

1 Alliance had indicated that they would not be present  
2 here today, but just to clarify, does Park City, Salt  
3 Lake City, University of Utah, or Ellis-Hall intend  
4 to present testimony today?

5 (No responses.)

6 CHAIRMAN LEVAR: Are you Ms. Ober?

7 MS. OBER: I am.

8 CHAIRMAN LEVAR: So you want to present  
9 testimony?

10 MS. OBER: We would.

11 CHAIRMAN LEVAR: Okay. Any of the other  
12 interveners in the room intend to do so?

13 (No responses.)

14 CHAIRMAN LEVAR: I'm not seeing any  
15 indications.

16 Okay. So why -- well, we completed  
17 questions for Utah Clean Energy for Ms. Wright,  
18 didn't we? So why don't you go ahead and assist  
19 Ms. Ober.

20 MS. HAYES: Okay. Thanks.

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22 ANN OBER,

23 called as a witness, was examined and  
24 testified as follows:

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EXAMINATION

BY MS. HAYES:

**Q. Good morning, Ms. Ober.**

A. Hi.

**Q. Would you please state your name, position, and business address for the record.**

A. Sure. My name is Ann Ober. I am the regional policy and energy director for Park City Municipal Corporation, and we are at 451 Marsac Avenue, Park City, 84109.

**Q. Thank you. Did you file testimony in this docket and submit it on July 28, 2016?**

A. Correct.

**Q. And is that the only testimony you filed in this docket?**

A. That is the only testimony that we filed.

**Q. All right. And if you were asked the same questions as set forth in your direct testimony today, would your answers be the same?**

A. They would except for we have now been through negotiations. So we would defer to that process.

**Q. Okay. Great. Thank you.**

MS. HAYES: I would now like to move the admission of Park City's testimony onto the record.

1 CHAIRMAN LEVAR: Sure. Please indicate to  
2 me if any party objects to that.

3 (No responses.)

4 CHAIRMAN LEVAR: I'm not seeing any  
5 objections. So that will be entered. Thank you.

6 (Ann Ober's Direct Testimony entered into  
7 the record.)

8 **Q. Do you have any summary or statement you**  
9 **would like to present to the commission today?**

10 A. The only statement that we would make is  
11 that we have no objection. We were not able to sign  
12 onto the Stipulated Agreement, mainly due to timing.  
13 Our council did not meet between when -- with the  
14 expedited schedule. So I'm not able to do anything  
15 besides say we will not oppose.

16 MS. HAYES: Thank you. Ms. Ober is  
17 available for questioning.

18 CHAIRMAN LEVAR: Thank you.

19 Mr. Hogle, any questions?

20 MS. HOGLE: No questions.

21 CHAIRMAN LEVAR: Mr. Jetter?

22 MR. JETTER: No questions.

23 CHAIRMAN LEVAR: Mr. Moore?

24 MR. MOORE: No questions.

25 CHAIRMAN LEVAR: Mr. Dodge?



1 MR. DODGE: No questions.

2 CHAIRMAN LEVAR: Ms. Baldwin?

3 MS. BALDWIN: No questions. Thank you.

4 CHAIRMAN LEVAR: If you would not mind  
5 just staying there, we might have Commission  
6 questions at the end when we're finished in a minute  
7 or two.

8 MS. OBER: Happy to. Thank you.

9 CHAIRMAN LEVAR: Thank you.

10 MS. HAYES: Thank you very much.

11 CHAIRMAN LEVAR: Thank you.

12 Ms. Baldwin?

13 MS. BALDWIN: Wal-Mart would like to call  
14 and have sworn in their witness, Mr. Steve Chriss.

15 CHAIRMAN LEVAR: Mr. Chriss, do you swear  
16 to tell the truth?

17 MR. CHRISS: Yes.

18

19 STEVE CHRISS,  
20 called as a witness, being first sworn,  
21 was examined and testified as follows:

22

23 EXAMINATION

24 BY MS. BALDWIN:

25 Q. Mr. Chriss, could you please state your

1 name and spell your name and also provide your  
2 position and your business address.

3 A. My name is Steve W. Chriss, C-H-R-I-S-S.  
4 Business address is 2001 South East Tenth Street,  
5 Bentonville, Arkansas, and I am senior manager energy  
6 regulatory analysis for Wal-Mart Store, Incorporated.

7 Q. And did you provide testimony -- direct  
8 testimony in this case?

9 A. Yes.

10 Q. And if you were asked today, would you  
11 answer the questions in the testimony similar as you  
12 did in your sworn testimony that was filed?

13 A. Yes.

14 Q. Okay. And do you have any changes to make  
15 to that?

16 A. No.

17 MS. BALDWIN: I would like to move for the  
18 introduction of Mr. Chriss's direct testimony into  
19 the record.

20 CHAIRMAN LEVAR: Please indicate if there  
21 is any objection.

22 (No responses.)

23 CHAIRMAN LEVAR: And I'm not seeing any.  
24 So that will be entered. Thank you.

25 MS. BALDWIN: Thank you.

1           **Q.        (By Ms. Baldwin) Do you have a statement**  
2     **to make in regards to the testimony and the tariff**  
3     **that is being approved today?**

4           A.        I do. It's very brief.

5                    Good morning, Commissioners. Wal-Mart  
6     supports the approval of the stipulation in this  
7     docket as a just and reasonable resolution of the  
8     issues contained in this docket. Thank you.

9           **Q.        This is the final statement?**

10          A.        That is correct.

11                   MS. BALDWIN: Okay. Then I have  
12     Mr. Chriss available for cross.

13                   CHAIRMAN LEVAR: Okay. Thank you.

14                   Ms. Hogle, any questions?

15                   MS. HOGLE: No cross.

16                   CHAIRMAN LEVAR: Mr. Jetter?

17                   MR. JETTER: No questions.

18                   CHAIRMAN LEVAR: Mr. Moore?

19                   MR. MOORE: No questions.

20                   CHAIRMAN LEVAR: Mr. Dodge?

21                   MR. DODGE: No, thank you.

22                   CHAIRMAN LEVAR: Ms. Hayes?

23                   MS. HAYES: No questions.

24                   CHAIRMAN LEVAR: Okay. Thank you.

25                   MS. BALDWIN: Thank you.

1 CHAIRMAN LEVAR: And I think that -- no  
2 other party has any witnesses to present.

3 Mr. Mecham?

4 MR. MECHAM: Mr. Chair, I didn't intend on  
5 having Ms. Michael make a statement, but she did file  
6 direct testimony that we would like to have entered  
7 into if you could. She's here available for  
8 questioning if there are any.

9 But, in any case, we filed -- she filed  
10 direct testimony on July 28th as others did, and we'd  
11 like to have it entered into the record.

12 CHAIRMAN LEVAR: Okay. Could we have her  
13 sworn in and maybe just ask her a couple of  
14 questions?

15 MR. MECHAM: Yes.

16 CHAIRMAN LEVAR: Ms. Mikell, do you swear  
17 to tell the truth?

18 MS. MIKELL: I do.

19 CHAIRMAN LEVAR: Thank you.

20 Mr. Mecham?

21

22 EXAMINATION

23 BY MR. MECHAM:

24 Q. Thank you. Ms. Mikell, could you state  
25 your name and business address for the record.

1           A.       Sure.  Christine Watson Mikell, Enyo  
2 Renewable Energy.  My address is 9950 South Power  
3 Plant Lane, Sandy, Utah.

4           **Q.       And what is your position in relationship**  
5 **to Enyo?**

6           A.       By position at Enyo is principal, slash,  
7 manager.

8           **Q.       And did you file or cause to be filed**  
9 **direct testimony in this proceeding dated July 28,**  
10 **2016?**

11          A.       I did.

12          **Q.       And if you were asked the questions there**  
13 **today would your answers be the same?**

14          A.       They would.

15          **Q.       Do you have anything further that you**  
16 **would like to say?**

17          A.       I do not.

18          **Q.       Then we would move for admission of that**  
19 **testimony, Mr. Chair.**

20                   CHAIRMAN LEVAR:  Okay.  Thank you.  If  
21 anyone objects to that, please indicate to me.

22                   (No responses.)

23                   CHAIRMAN LEVAR:  I'm not seeing any  
24 objections.  So that will be entered.  Thank you.

25                   (Christine Mikell's Direct Testimony

1 entered into the record.)

2 MR. MECHAM: Thank you very much.

3 CHAIRMAN LEVAR: Any questions for this  
4 witness? Ms. Hogle?

5 MS. HOGLE: I have none.

6 CHAIRMAN LEVAR: No. Mr. Jetter?

7 MR. JETTER: No.

8 CHAIRMAN LEVAR: Mr. Moore?

9 MR. MOORE: No.

10 CHAIRMAN LEVAR: Mr. Dodge?

11 MR. DODGE: No, thank you.

12 CHAIRMAN LEVAR: Ms. Hayes?

13 MS. HAYES: No thanks.

14 CHAIRMAN LEVAR: Ms. Baldwin?

15 MS. BALDWIN: No, thank you.

16 CHAIRMAN LEVAR: Thank you.

17 And no more witnesses from any party, I  
18 assume. Is that where we are?

19 (No responses.)

20 CHAIRMAN LEVAR: I'm not seeing any  
21 indications otherwise. So I'll go to Commissioner  
22 White to see if he has any questions for any of the  
23 witnesses.

24 COMMISSIONER WHITE: I have no questions.  
25 Thank you, Chair.

1 CHAIRMAN LEVAR: Mr. Clark?

2 COMMISSIONER CLARK: I have a question or  
3 two. My question relates to Condition of Service  
4 1.B., and, in particular, the last couple of  
5 sentences that address the situation where the  
6 customer's output is -- exceeds its usage and  
7 circumstances under which Schedule 38 would be the  
8 reference point for pricing as opposed to Schedule  
9 37.

10 And the -- there is a phrase, "averaged  
11 over a reasonable period of time," referring to the  
12 period of time in which the usage would exceed the  
13 time -- or the size limitations of Schedule 37. I'm  
14 just wondering, beginning with Ms. Steward, but I'd  
15 like any other witness to offer their view of this,  
16 but what kind of time period is contemplated as being  
17 reasonable in this context?

18 MS. STEWARD: This is Joelle Steward.  
19 Through our discussions a reasonable period of time  
20 was about three years, I think was part of our  
21 discussions. And really this principle or this  
22 provision was to recognize that you cannot always  
23 control your usage. Well, you can control your usage  
24 but it may drop and your renewable resource may have  
25 increased usage. But the principle is that any

1 excess output should be treated as consistent as  
2 possible with any other purchase obligation the  
3 Company has.

4 And so we went to Schedule 37, but then in  
5 recognition that some of these could be large  
6 facilities that would exceed the thresholds for  
7 pricing under Schedule 37. So we wanted to create  
8 the ability to provide alternative pricing under 38.

9 And I'm not the expert on the pricing  
10 methodologies for 37 and 38, but my understanding,  
11 subject to correction, is that generally over three  
12 years was a difference in the time periods where the  
13 pricing could be comparable. And I'm a little over  
14 my ski tips in pricing methodology for Schedule 37  
15 and 38.

16 COMMISSIONER CLARK: Thank you for  
17 clarifying that for me.

18 Does any other witness desire to elaborate  
19 or suggest any different meaning here?

20 MR. PETERSON: Well, the Division  
21 generally agrees that a two- or three-year time  
22 period would be appropriate to judge whether or not  
23 the facility was producing excess power and excess,  
24 what would be expected from a Schedule 37 customer.  
25 I don't believe that that time period, per se,



1 represents a need or a difference between Schedule 37  
2 and Schedule 38. It's -- the difference is primarily  
3 the size of the load that is being introduced or the  
4 energy that is being supplied, rather.

5 I think that this was added relatively  
6 late in the negotiations, and it was, as Ms. Steward  
7 alluded to, recognition that there could be a  
8 customer where the expectation started off being  
9 relatively small differences between their usage and  
10 any excess power, but it would come about in the  
11 fullness of time where the expectations were not  
12 being met and a different pricing scheme would be  
13 entered into.

14 This might be something that we would  
15 expect to be dealt with specifically in a contract  
16 going forward. And, absent that, this would be one  
17 of the areas that we would be looking at in future  
18 revisions of Schedule 34. But, at this point, it is  
19 what it is.

20 COMMISSIONER CLARK: If I could just  
21 follow up before any other witnesses address this.  
22 Do you expect, Mr. Peterson, that the contract would  
23 use this same language if it -- if it were going to  
24 have a provision that would be -- that would relate  
25 to these couple of sentences that we're looking at --

1 would it refer to a reasonable period of time? Would  
2 it specify a period of time or do you have an  
3 expectation either way?

4 MR. PETERSON: I think the Division would  
5 be expecting more specificity than is shown in the --  
6 the contract would be more specific than this  
7 relatively vague term in the tariff. That would be  
8 my expectation going forward.

9 COMMISSIONER CLARK: Thank you. Any other  
10 witness wish to address this?

11 MS. STEWARD: I'll just add onto that that  
12 I agree that the contract would be more specific in  
13 the time period that that would be considered.

14 COMMISSIONER CLARK: Thanks very much.  
15 That concludes my questions.

16 COMMISSIONER WHITE: And I was reminded --  
17 sorry. I apologize -- of one minor question with  
18 respect to Section 14 under the Stipulation. It's  
19 just with respect to that last sentence that says,  
20 "Future changes to the tariff may not affect any  
21 contract approved under Schedule 34 as it existed at  
22 the time of the contract's approval."

23 I guess my question is: I'm assuming by  
24 approval we're talking about Commission approval;  
25 this is not an internal Company approval. I just

1 want to be clear that we're talking about Commission  
2 approval in terms of what would be affected and what  
3 would not. I don't know if the company wants to  
4 address that or if other parties would want to opine  
5 on that.

6 MS. STEWARD: It would be at the  
7 Commission's approval, yes.

8 COMMISSIONER WHITE: Is there any other  
9 party that --

10 MR. PETERSON: The division concurs that  
11 once the Commission has approved the contract, then  
12 that would be subject to the terms of the contract  
13 going forward and not subject to changes in Schedule  
14 34.

15 COMMISSIONER WHITE: Thank you.

16 CHAIRMAN LEVAR: Any more questions?

17 COMMISSIONER WHITE: That's all I have.  
18 Thank you.

19 CHAIRMAN LEVAR: Okay. Anything further  
20 from any party before we adjourn this hearing?

21 CHAIRMAN LEVAR: I'm not seeing anything.  
22 So we will reconvene for a public witness hearing at  
23 5:00 p.m. in this same location.

24 Thank you. We are adjourned.

25 (The hearing ended at 9:46 a.m.)

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REPORTER'S HEARING CERTIFICATE

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

I, Jennifer E. Garner, Registered Professional Reporter and Notary Public in and for the State of Utah, do hereby certify:

That said proceeding was taken down by me in stenotype on August 17, 2016, at the place therein named, and was thereafter transcribed, and that a true and correct transcription of said testimony is set forth in the preceding pages;

I further certify that I am not kin or otherwise associated with any of the parties to said cause of action and that I am not interested in the outcome thereof.

WITNESS MY HAND AND OFFICIAL SEAL this 26th day of August, 2016.



\_\_\_\_\_  
Jennifer E. Garner RPR  
Notary Public  
Residing in Summit County

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<b>\$5,000</b> 16:17	<hr/> <b>3</b> <hr/>	<b>84109</b> 38:10	<b>additional</b> 13:9 22:2 28:8	<b>aggregating</b> 32:9
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<b>1</b> 13:18	<b>300</b> 23:24	<hr/> <b>9</b> <hr/>	<b>addressed</b> 24:14,22 25:1	<b>agreed</b> 25:24
<b>1.B</b> 46:4	<b>330</b> 8:23	<b>9950</b> 44:2	<b>addresses</b> 17:13 27:8	<b>agreement</b> 12:2 24:24 31:20,23 35:20 39:12
<b>1014</b> 30:10	<b>34</b> 5:5 9:7,9 10:19,21 11:9, 12,15,23 12:3, 17 13:4 16:3 17:6,8 21:14, 16,22,25 24:4, 10,23 25:14 28:21 31:13, 15,21 32:2,5, 12,24 34:11 48:18 49:21	<hr/> <b>A</b> <hr/>	<b>adequate</b> 15:4	<b>agrees</b> 47:21
<b>11</b> 25:24 31:14	<b>36</b> 26:12,15	<b>ability</b> 11:12 47:8	<b>adjustments</b> 15:12 32:20	<b>ahead</b> 37:18
<b>11th</b> 12:12	<b>37</b> 46:9,13 47:4,7,10,14, 24 48:1	<b>able</b> 15:4 31:18 32:2 39:11,14	<b>administrative</b> 13:3,8 14:10 32:8	<b>all</b> 7:13,20 9:4 13:4 14:18 17:4,10,13 18:11,18 22:12 24:20 28:6,18 31:18 35:1,23 38:17
<b>12</b> 22:1 27:21	<b>38</b> 46:7 47:8, 10,15 48:2	<b>above</b> 25:18 27:9	<b>admission</b> 38:25 44:18	<b>allow</b> 10:22 14:22
<b>12-month</b> 28:5	<hr/> <b>4</b> <hr/>	<b>absent</b> 48:16	<b>admit</b> 30:19	<b>allowing</b> 26:7
<b>13.C</b> 27:8	<b>4</b> 16:9	<b>absorb</b> 48:16	<b>admitted</b> 36:22	<b>allows</b> 16:3 26:24
<b>14</b> 21:25 27:20 49:18	<b>4.B</b> 26:20	<b>accelerate</b> 34:10	<b>adopted</b> 9:18	<b>alluded</b> 48:7
<b>1407</b> 8:23	<b>451</b> 38:9	<b>account</b> 15:13	<b>advisable</b> 27:24	<b>along</b> 30:13,20
<b>16-035-T09</b> 5:7	<hr/> <b>5</b> <hr/>	<b>accurate</b> 30:16	<b>affairs</b> 9:3,5	<b>already</b> 21:21
<b>160</b> 23:24	<b>5</b> 16:16	<b>acquire</b> 35:9, 16	<b>affect</b> 49:20	<b>also</b> 16:11 24:12 41:1
<hr/> <b>2</b> <hr/>	<hr/> <b>8</b> <hr/>	<b>acquired</b> 13:25 34:18	<b>after</b> 11:25 27:21	<b>alternative</b> 47:8
<b>2</b> 15:15 32:25 33:2	<b>82,000</b> 34:2	<b>acquisition</b> 26:19	<b>AG'S</b> 5:22	<b>always</b> 46:22
<b>2001</b> 41:4		<b>Act</b> 11:17	<b>again</b> 9:15 22:6 35:20	<b>among</b> 12:1 24:13 35:1
<b>2015</b> 33:21		<b>actively</b> 17:4	<b>aggregate</b> 13:1	<b>amount</b> 11:24
<b>2016</b> 9:9 20:11 24:3 25:24 30:13 31:14 33:24 38:12 44:10		<b>actual</b> 13:11		
<b>22nd</b> 12:8		<b>add</b> 11:3 49:11		
<b>28</b> 20:11 24:2 30:13 38:12 44:9		<b>added</b> 14:2,21 16:6 27:7 48:5		

<p>13:24 27:18</p> <p><b>analysis</b> 35:16 41:6</p> <p><b>analyst</b> 23:23</p> <p><b>ann</b> 37:22 38:7 39:6</p> <p><b>annual</b> 26:8,13</p> <p><b>another</b> 16:5</p> <p><b>answers</b> 9:16 20:20 30:16 38:19 44:13</p> <p><b>anybody</b> 8:2</p> <p><b>anyone</b> 30:21 44:21</p> <p><b>anything</b> 18:23 22:15 23:2 29:14 36:17 39:14 44:15</p> <p><b>apologize</b> 49:17</p> <p><b>appearances</b> 5:8</p> <p><b>applicable</b> 12:23</p> <p><b>application</b> 16:17 20:8 32:11</p> <p><b>apply</b> 15:13</p> <p><b>appreciate</b> 31:18 35:23</p> <p><b>appreciates</b> 17:9</p> <p><b>approach</b> 17:10</p> <p><b>appropriate</b> 28:1,9 32:18 33:13 47:22</p>	<p><b>approval</b> 9:8 11:2,3 12:21 14:14 16:6 27:21 28:17,22 42:6 49:22,24, 25</p> <p><b>approve</b> 11:20 24:10 28:10</p> <p><b>approved</b> 25:21 26:16 42:3 49:21</p> <p><b>areas</b> 48:17</p> <p><b>Arkansas</b> 41:5</p> <p><b>asserts</b> 27:14 28:15</p> <p><b>assessing</b> 31:8</p> <p><b>assist</b> 36:21 37:18</p> <p><b>assisting</b> 6:17</p> <p><b>assume</b> 45:18</p> <p><b>assuming</b> 49:23</p> <p><b>assurances</b> 15:4</p> <p><b>attached</b> 21:13</p> <p><b>attachments</b> 9:21 10:4</p> <p><b>attendance</b> 6:12</p> <p><b>Attorney</b> 5:16</p> <p><b>audience</b> 6:14</p> <p><b>August</b> 12:12, 13 25:24 31:14</p> <p><b>authority</b> 11:19</p> <p><b>authorized</b> 17:6</p>	<p><b>automatic</b> 32:19</p> <p><b>available</b> 17:17 22:10 28:24 36:2 39:17 42:12 43:7</p> <p><b>Avenue</b> 30:11 38:10</p> <p><b>averaged</b> 46:10</p> <p><b>avoid</b> 14:24</p> <p><b>avoided</b> 14:13</p> <p><b>avoiding</b> 27:6</p> <p><b>aware</b> 17:11</p> <hr/> <p style="text-align: center;"><b>B</b></p> <hr/> <p><b>background</b> 9:1 10:18</p> <p><b>balances</b> 11:12</p> <p><b>balancing</b> 15:13</p> <p><b>Baldwin</b> 6:19, 20 18:5,6 22:24,25 29:11,12 36:14,15 40:2, 3,12,13,24 41:17,25 42:1, 11,25 45:14,15</p> <p><b>based</b> 13:11 26:8,13,23</p> <p><b>basis</b> 6:18 33:16</p> <p><b>bear</b> 26:19</p> <p><b>Beck</b> 24:19</p> <p><b>becomes</b> 34:23</p>	<p><b>before</b> 7:15 10:15 12:3,15, 21 15:2 16:25 21:14 25:18 27:17 48:21</p> <p><b>beginning</b> 46:14</p> <p><b>behalf</b> 5:11 6:9,20 7:2 16:12 24:2,16</p> <p><b>being</b> 8:15 10:8 19:20 21:14 23:15 30:2 32:2 40:20 42:3 46:16 48:3,4,8, 12</p> <p><b>believe</b> 17:13 22:11 32:5,15 47:25</p> <p><b>believes</b> 16:25 27:12 28:20</p> <p><b>benefits</b> 33:17 34:22 35:12</p> <p><b>Bentonville</b> 41:5</p> <p><b>besides</b> 39:15</p> <p><b>best</b> 30:15</p> <p><b>better</b> 19:9 32:6</p> <p><b>between</b> 13:16 14:11 39:13 48:1,9</p> <p><b>Beyond</b> 28:5</p> <p><b>billing</b> 13:5,12</p> <p><b>bit</b> 9:1</p> <p><b>Blue</b> 11:6</p> <p><b>breaking</b> 34:5,</p>	<p>6</p> <p><b>brief</b> 21:9,11 42:4</p> <p><b>briefly</b> 21:12 26:4</p> <p><b>bring</b> 12:20</p> <p><b>broken</b> 34:7</p> <p><b>burden</b> 32:9</p> <p><b>burdening</b> 35:17</p> <p><b>business</b> 30:8, 10 38:6 41:2,4 43:25</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>C-h-r-i-s-s</b> 41:3</p> <p><b>California</b> 34:1</p> <p><b>call</b> 7:3 19:12 23:7 29:20 40:13</p> <p><b>called</b> 8:15 19:20 23:15 30:2 37:23 40:20</p> <p><b>calling</b> 33:8</p> <p><b>calls</b> 8:6</p> <p><b>cannot</b> 46:22</p> <p><b>capacity</b> 9:6 34:20</p> <p><b>carefully</b> 28:16</p> <p><b>case</b> 13:11 34:24 41:8 43:9</p> <p><b>cause</b> 20:10 28:7 44:8</p>
--	--	---	--	--

<b>causing</b> 25:20	<b>charged</b> 27:1	<b>climate</b> 32:4 33:20 34:13,15 35:11	31:9	33:3,13,17
<b>certain</b> 10:25 25:19	<b>charges</b> 13:10	<b>close</b> 10:10	<b>comparable</b> 47:13	<b>considerations</b> 28:19
<b>certainly</b> 7:21 34:17	<b>charles</b> 5:18 19:13,19 20:3, 24 21:6	<b>closing</b> 16:22	<b>completed</b> 37:16	<b>considered</b> 11:1 49:13
<b>Chair</b> 36:8 43:4 44:19 45:25	<b>cheryl</b> 5:24 23:14,22 25:11	<b>come</b> 31:20 48:10	<b>completes</b> 22:7	<b>considering</b> 35:3
<b>Chairman</b> 5:3, 13,20,25 6:4,7, 15,19,24,25 7:5,18,21 8:1, 8,12 9:23 10:1 17:19,24 18:2, 5,7,9,16,22,25 19:4,7,10,14, 17 21:1,4 22:14,17,19, 22,24 23:1,5,9, 12 25:6,9 29:1, 4,6,9,11,13,17, 22 30:21 36:3, 6,9,12,14,16, 24 37:6,8,11, 14 39:1,4,18, 21,23,25 40:2, 4,9,11,15 41:20,23 42:13,16,18, 20,22,24 43:1, 12,16,19 44:20,23 45:3, 6,8,10,12,14, 16,20 46:1	<b>children</b> 34:16	<b>comments</b> 20:11,18,20	<b>comprehensive</b> 26:2	<b>consistency</b> 14:7
	<b>Chriss</b> 6:22 40:14,15,17, 19,25 41:3 42:12	<b>commission</b> 5:6 10:15 11:2, 19,21 12:21 14:15 15:20 16:5,23 20:11 21:10 22:11 24:10 26:1,16 27:23 28:10, 16,22 31:3,14 32:21 33:4,14 35:2,17 39:9 40:5 49:24	<b>concept</b> 27:10	<b>consistent</b> 11:15 12:22 17:1 33:16 47:1
	<b>Chriss's</b> 41:18	<b>Commission's</b> 21:23	<b>concern</b> 26:7 27:4,8	<b>constraints</b> 33:10
	<b>christine</b> 44:1, 25	<b>Commissioner</b> 18:9,13,20 45:21,24 46:2 47:16 48:20 49:9,14,16	<b>concerned</b> 26:18 34:23 35:6	<b>constructive</b> 17:10
	<b>circumstances</b> 16:8 28:6 46:7	<b>Commissioner</b> s 10:20 21:12 25:17 42:5	<b>concerning</b> 27:23	<b>consultant</b> 20:4
	<b>City</b> 6:17 8:23 23:24 30:11 36:19 37:2,3 38:8,10	<b>commitments</b> 32:4	<b>concerns</b> 17:14 24:8,14, 22 25:19 26:5	<b>Consumer</b> 5:23 23:23
	<b>City's</b> 38:25	<b>company</b> 8:6 11:4,10 12:8 13:7 16:12,20, 24,25 17:9,11 20:8 26:2 27:2 47:3 49:25	<b>concludes</b> 17:15 28:23 29:15 35:24 49:15	<b>contain</b> 14:17
	<b>clarifies</b> 15:16	<b>Company's</b> 15:1 25:20	<b>condition</b> 16:2, 9,16 32:25 33:2 46:3	<b>contained</b> 28:14 30:16 42:8
	<b>clarify</b> 6:16 14:7 37:2		<b>conditions</b> 11:1 13:14 15:15	<b>contains</b> 32:24
	<b>clarifying</b> 47:17		<b>conduct</b> 28:17	<b>contemplated</b> 46:16
	<b>Clark</b> 18:9,13 46:1,2 47:16 48:20 49:9,14		<b>conference</b> 12:7	<b>context</b> 34:23 46:17
<b>change</b> 31:24 33:20 34:16	<b>clean</b> 6:9 29:19 30:10,18 31:7, 11,16,22 32:4, 7,22 33:10 34:23 35:6 36:18 37:17		<b>consequences</b> 15:9 27:16 28:3	<b>continue</b> 21:23 33:21
<b>changes</b> 9:11, 17 13:15 27:23 28:7 41:14 49:20			<b>consideration</b> 15:20 16:1	<b>continues</b> 34:1
<b>changing</b> 16:8				<b>contract</b> 11:2 13:6,19,21 14:4,6,9,14,17, 20 15:1,2,5,9, 11,17,19 16:3,
<b>charge</b> 13:9 14:11	<b>clearly</b> 26:18			

6,21 22:4 26:10,14,25 27:4 28:15 32:17 33:1,2 35:4 48:15,22 49:6,12,21 <b>contract's</b> 49:22 <b>contracts</b> 10:23 12:20 13:12 28:14,18 32:12,14 <b>contributed</b> 17:5 34:5 <b>contributing</b> 35:11 <b>contribution</b> 15:21 33:5,8, 12 <b>control</b> 46:23 <b>corporate</b> 12:25 32:3 34:12 <b>Corporation</b> 6:17 38:9 <b>correct</b> 38:13 42:10 <b>correction</b> 47:11 <b>corrections</b> 20:13 <b>cost</b> 11:14 14:12 16:20 32:19 33:8 35:18 <b>cost-effective</b> 34:10 <b>costs</b> 13:5 14:13,18 15:22	26:19,22 33:6, 12,15,17 35:1, 10 <b>council</b> 39:13 <b>counsel</b> 5:18 6:13 7:9,20 <b>couple</b> 43:13 46:4 48:25 <b>course</b> 20:6 <b>court</b> 7:22,25 <b>create</b> 20:10 47:7 <b>credit</b> 15:4 <b>credits</b> 26:17 <b>criteria</b> 16:9 <b>cross</b> 22:10,16 28:25 36:5,11 42:12,15 <b>cross-</b> <b>examination</b> 36:2 <b>culminating</b> 12:15 <b>culmination</b> 17:2 <b>current</b> 27:5 34:8 <b>customer</b> 12:20 13:10,22 14:3,9,13,18, 22,25 15:3,14, 23,24 16:3,5,7, 13,18 26:21 27:1 28:14 31:8 34:12,18 47:24 48:8 <b>customer's</b> 14:1 16:13,14	26:8,14 46:6 <b>customers</b> 10:24 11:10, 13,14 12:23,24 13:4 14:25 15:6 26:13 27:5 31:17 32:1,6,9,16,19 35:9,15 <b>customers'</b> 11:5 <b>customized</b> 11:12 <hr/> <b>D</b> <hr/> <b>data</b> 28:8 33:23 <b>date</b> 12:11 <b>dated</b> 20:11 44:9 <b>days</b> 34:6 <b>dealt</b> 48:15 <b>decide</b> 18:12 <b>decided</b> 32:22 <b>decision</b> 19:12 <b>deem</b> 35:3 <b>deems</b> 15:20 <b>defer</b> 38:21 <b>defined</b> 33:15 <b>delivery</b> 12:25 13:22 14:23 <b>demand</b> 26:9, 14 34:6 <b>demonstrate</b> 28:8 <b>desire</b> 47:18	<b>details</b> 21:22 28:13 <b>determination</b> 28:12 <b>determinations</b> 33:14 <b>determine</b> 26:25 <b>determines</b> 11:21 33:4 <b>determining</b> 35:3 <b>devastating</b> 33:25 <b>develop</b> 34:10 <b>developed</b> 11:4 <b>difference</b> 14:11 47:12 48:1,2 <b>differences</b> 48:9 <b>different</b> 14:13, 23 15:16 26:23,24 27:3 32:11 47:19 48:12 <b>diminish</b> 27:15 <b>direct</b> 9:7,11, 15,21 10:3 20:24 21:6 23:25 24:3 25:4,11,18 26:6 30:12,16, 19,25 38:18 39:6 41:7,18 43:6,10 44:9, 25 <b>director</b> 9:2	24:19 30:9 38:8 <b>discretion</b> 35:2 <b>discuss</b> 26:4 <b>discussions</b> 10:14 12:1,10 17:2 24:13,17, 21 25:22 46:19,21 <b>diverse</b> 11:25 17:3 <b>Division</b> 5:14, 17,19 10:7,19 19:2,12 20:4, 16 21:13,18 22:1,6 23:4 27:22 47:20 49:4 <b>docket</b> 5:6 7:1 20:8 24:1,13 25:23 38:12,15 42:7,8 <b>docket's</b> 31:24 <b>Dodge</b> 6:24,25 7:1 18:7,8 22:20,21 29:7, 8 36:12,13 39:25 40:1 42:20,21 45:10,11 <b>done</b> 21:18 <b>drew</b> 11:23 <b>drive</b> 32:3 <b>drop</b> 46:24 <b>drought</b> 34:2 <b>due</b> 31:23 39:12 <b>during</b> 16:14 17:3
---	--	---	--	---



<b>E</b>	<p><b>end</b> 18:21 32:23 40:6</p> <p><b>energy</b> 5:5 6:9 10:23 11:6,11, 17,20 13:22,25 14:1,2,12,19 15:1,13 16:14 24:5 26:17 29:19 30:10,19 31:7,8,11,22 32:3,4,7,18,22 33:11 34:11, 18,19,23,25 35:6 36:18,25 37:17 38:8 41:5 44:2 48:4</p> <p><b>Energy's</b> 31:16</p> <p><b>engagement</b> 17:9</p> <p><b>ensure</b> 35:15</p> <p><b>ensures</b> 14:24</p> <p><b>enter</b> 10:22 15:5 20:23</p> <p><b>entered</b> 10:2,4 21:5,7 25:4,10, 11 30:24 31:1 39:5,6 41:24 43:6,11 44:24 45:1 48:13</p> <p><b>entry</b> 9:20</p> <p><b>Enyo</b> 6:3 44:1, 5,6</p> <p><b>equal</b> 14:11</p> <p><b>especially</b> 31:21</p> <p><b>evacuated</b> 34:3</p> <p><b>evaluating</b> 33:18</p>	<p><b>evaluation</b> 15:19,25 33:1, 2</p> <p><b>even</b> 33:24</p> <p><b>event</b> 14:19</p> <p><b>events</b> 12:4</p> <p><b>everyone</b> 10:9 18:18</p> <p><b>evidence</b> 33:20</p> <p><b>EXAMINATION</b> 8:18 19:23 23:18 30:5 38:1 40:23 43:22</p> <p><b>examined</b> 8:16 19:21 23:16 30:3 37:23 40:21</p> <p><b>exceed</b> 13:25 46:12 47:6</p> <p><b>exceeds</b> 46:6</p> <p><b>except</b> 38:20</p> <p><b>exception</b> 20:19</p> <p><b>excess</b> 14:3 47:1,23 48:10</p> <p><b>exchanged</b> 12:14</p> <p><b>executive</b> 30:9</p> <p><b>exhibit</b> 30:13, 20 31:1</p> <p><b>existed</b> 49:21</p> <p><b>existing</b> 15:24 16:1 32:16</p> <p><b>expanding</b> 15:6,24 32:13</p>	<p><b>expect</b> 48:15, 22</p> <p><b>expectation</b> 48:8 49:3,8</p> <p><b>expectations</b> 48:11</p> <p><b>expected</b> 15:7, 10 47:24</p> <p><b>expecting</b> 49:5</p> <p><b>expects</b> 28:6</p> <p><b>expedited</b> 27:11 31:21 35:24 39:14</p> <p><b>expense</b> 16:13</p> <p><b>experience</b> 13:12 22:3 34:15</p> <p><b>expert</b> 47:9</p> <p><b>explain</b> 27:2 32:21</p> <p><b>explained</b> 21:21</p> <p><b>explicitly</b> 26:20</p> <p><b>expressed</b> 26:7</p> <p><b>extent</b> 15:12</p> <p><b>extreme</b> 34:2</p> <hr/> <p style="text-align: center;"><b>F</b></p> <hr/> <p><b>facilitate</b> 31:10</p> <p><b>facilities</b> 16:1 47:6</p> <p><b>facility</b> 47:23</p> <p><b>factors</b> 35:2</p>	<p><b>failing</b> 15:9</p> <p><b>fair</b> 11:24 35:16</p> <p><b>far</b> 33:24</p> <p><b>fee</b> 16:17,19</p> <p><b>feel</b> 32:20</p> <p><b>fees</b> 13:4,8 14:10,24 32:8</p> <p><b>few</b> 19:25</p> <p><b>file</b> 30:12 36:20 38:11 43:5 44:8</p> <p><b>filed</b> 12:12 20:8,10 24:11 25:25 31:13 38:14,16 41:12 43:9 44:8</p> <p><b>filing</b> 9:8 11:23 12:6 13:16,19 14:7 35:22</p> <p><b>final</b> 12:17 13:13 16:22 17:5,7,12,13 42:9</p> <p><b>Finally</b> 28:12</p> <p><b>fine</b> 7:25</p> <p><b>finished</b> 18:18 40:6</p> <p><b>first</b> 8:15 12:22 19:20 23:15 30:2 40:20</p> <p><b>five</b> 12:24 13:1, 13 15:7 32:10</p> <p><b>fixed</b> 15:22 33:5,8,12,15 35:1,18</p> <p><b>flexibility</b> 16:7 32:16</p>
----------	--	---	--	--

<b>flooding</b> 34:1	<b>generation</b> 14:12	22:22,23 29:9, 10,18,19 30:6, 18 31:2 36:1, 17,18 37:20 38:2,24 39:16 40:10 42:22,23 45:12,13	<b>identifies</b> 26:21	45:21
<b>follow</b> 48:21	<b>getting</b> 36:21		<b>identify</b> 15:9 26:19	<b>individual</b> 28:14
<b>following</b> 12:6 32:7,25	<b>give</b> 29:20		<b>impact</b> 27:15	<b>indulge</b> 21:23
<b>follows</b> 8:16 19:21 23:16 30:3 37:24 40:21	<b>given</b> 31:21 34:22	<b>hear</b> 22:5	<b>impacts</b> 25:1 33:20 34:1,13, 15	<b>informal</b> 6:18
<b>forward</b> 31:18 48:16 49:8	<b>gives</b> 27:24	<b>hearing</b> 7:8	<b>implicit</b> 35:8	<b>information</b> 28:8
<b>fossil-fuel</b> 34:22	<b>goals</b> 11:11 16:14	<b>heat</b> 34:4	<b>important</b> 27:12 28:2,13 32:20	<b>informed</b> 22:2
<b>found</b> 32:14	<b>gone</b> 18:16	<b>held</b> 12:7,10	<b>impose</b> 35:10	<b>initial</b> 12:6 13:16 14:7
<b>frame</b> 15:10 31:25	<b>Good</b> 5:3,10,15 6:8,25 10:20 21:12 25:17 38:3 42:5	<b>here</b> 5:3,11 9:15 10:15 17:8 37:2 43:7 47:19	<b>improved</b> 35:22	<b>initiated</b> 22:1
<b>free</b> 34:22	<b>grandchildren</b> 34:17	<b>highlight</b> 13:15	<b>inability</b> 33:9	<b>input</b> 21:20
<b>front</b> 7:9	<b>grants</b> 11:19	<b>highlights</b> 35:1	<b>Incentive</b> 11:7	<b>intend</b> 6:4 7:3, 10 37:3,12 43:4
<b>fuel</b> 32:19	<b>great</b> 8:4 19:11 38:23	<b>historic</b> 33:25	<b>include</b> 11:6 15:19,21,25 33:3,5	<b>intended</b> 13:5 16:19
<b>fullness</b> 48:11	<b>greatly</b> 35:21	<b>history</b> 21:22	<b>included</b> 13:19	<b>interest</b> 11:6, 22,24 15:18,25 17:1 21:15 32:6,15 33:19 35:5,14
<b>further</b> 15:15 18:23,24 22:9 27:25 29:14 44:15	<b>green</b> 19:5	<b>Hogle</b> 5:10 7:16,17 8:6,19 9:19 10:12,13 17:17 18:23,24 22:15,16 29:2, 3 36:4,5 39:19, 20 42:14,15 45:4,5	<b>includes</b> 14:16	<b>interested</b> 12:7
<b>future</b> 48:17 49:20	<b>greenhouse</b> 34:9	<b>hope</b> 31:17	<b>inclusion</b> 33:9	<b>interim</b> 33:23
<hr/>	<b>group</b> 11:25 17:3	<b>hotter</b> 33:24	<b>Incorporated</b> 6:21 41:6	<b>internal</b> 49:25
<b>G</b>	<b>growing</b> 11:5	<b>hottest</b> 33:22	<b>increase</b> 34:21	<b>interrupt</b> 10:6
<hr/>	<b>guess</b> 49:23	<b>However</b> 33:16	<b>increased</b> 31:7 46:25	<b>interruption</b> 10:11
<b>Gary</b> 7:1	<hr/>	<b>I</b>	<b>incremental</b> 14:10	<b>intervened</b> 7:1
<b>gases</b> 34:9	<b>H</b>	<hr/>	<b>indicate</b> 25:6 30:22 39:1 41:20 44:21	<b>interveners</b> 6:13 11:24 36:25 37:12
<b>gave</b> 31:12	<b>Happy</b> 40:8	<b>identified</b> 15:17 24:8 25:19 26:6	<b>indicated</b> 37:1	<b>intervening</b> 31:19
<b>general</b> 12:10	<b>harmed</b> 14:25		<b>indications</b> 7:13 37:15	<b>Interwest</b> 36:25
<b>General's</b> 5:16	<b>having</b> 43:5			
<b>generally</b> 13:18 18:15 47:11,21	<b>Hayes</b> 6:7,8,18 7:6 18:3,4			

<p><b>into</b> 9:20 10:4, 22 15:5 20:25 21:7,20 25:4, 12 30:20 31:1 35:7 39:6 41:18 43:7,11 45:1 48:13</p> <p><b>introduce</b> 35:7</p> <p><b>introduced</b> 48:3</p> <p><b>introduction</b> 41:18</p> <p><b>investments</b> 34:13</p> <p><b>involved</b> 10:14</p> <p><b>issues</b> 15:20 27:9 31:19 33:3,16 42:8</p> <hr/> <p style="text-align: center;"><b>J</b></p> <hr/> <p><b>Jetter</b> 5:15,16 17:20,22 19:1, 2,6,9,11,24 21:8,9 22:8 23:2,3 29:4,5 36:7,8 39:21, 22 42:16,17 45:6,7</p> <p><b>joelle</b> 5:12 8:7, 14,22 9:20 10:3 46:18</p> <p><b>joining</b> 33:11</p> <p><b>judge</b> 47:22</p> <p><b>July</b> 12:8 20:11,24 24:2 30:13 38:12 43:10 44:9</p> <p><b>June</b> 9:9</p>	<p><b>justify</b> 27:3</p> <p><b>Justin</b> 5:15</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p><b>key</b> 12:4,16,19</p> <p><b>kind</b> 46:16</p> <p><b>knowledge</b> 30:15</p> <hr/> <p style="text-align: center;"><b>L</b></p> <hr/> <p><b>Lake</b> 8:23 23:24 30:11 37:3</p> <p><b>Lane</b> 44:3</p> <p><b>language</b> 26:11,20 35:7 48:23</p> <p><b>large</b> 11:10,13 27:17,18 47:5</p> <p><b>last</b> 31:23 34:4 46:4 49:19</p> <p><b>lastly</b> 16:16</p> <p><b>late</b> 33:7 48:6</p> <p><b>law</b> 11:19 12:22 14:8 15:8 17:2</p> <p><b>lays</b> 12:19 13:18</p> <p><b>leaders</b> 32:9</p> <p><b>least</b> 12:24 16:19</p> <p><b>leaves</b> 15:1</p> <p><b>leaving</b> 27:6</p> <p><b>led</b> 10:14 12:5</p>	<p>24:17</p> <p><b>legislature</b> 11:18</p> <p><b>lengthy</b> 21:17</p> <p><b>let</b> 6:15 7:21 21:2 36:24</p> <p><b>LEVAR</b> 5:3,13, 20,25 6:4,7,15, 19,24 7:5,21 8:1,8,12 9:23 10:1 17:19,24 18:2,5,7,9,16, 22,25 19:4,7, 10,14,17 21:1, 4 22:14,17,19, 22,24 23:1,5,9, 12 25:6,9 29:1, 4,6,9,11,13,17, 22 30:21 36:3, 6,9,12,14,16, 24 37:6,8,11, 14 39:1,4,18, 21,23,25 40:2, 4,9,11,15 41:20,23 42:13,16,18, 20,22,24 43:1, 12,16,19 44:20,23 45:3, 6,8,10,12,14, 16,20 46:1</p> <p><b>leverage</b> 34:11</p> <p><b>lifetime</b> 34:16</p> <p><b>light</b> 19:5</p> <p><b>like</b> 6:11 9:12 10:7 19:3,12 20:14,23 23:7 29:20 30:19 31:3 32:21 34:11 36:20,22 38:24 39:9 40:13 41:17</p>	<p>43:6,11 44:16 46:15</p> <p><b>likely</b> 33:12</p> <p><b>limitations</b> 46:13</p> <p><b>limited</b> 32:13 33:5</p> <p><b>limiting</b> 26:11</p> <p><b>line</b> 31:21 35:24</p> <p><b>little</b> 9:1 47:13</p> <p><b>load</b> 12:24 15:24 26:8,13 27:18 32:10,13 48:3</p> <p><b>longer</b> 32:12</p> <p><b>looking</b> 48:17, 25</p> <p><b>looks</b> 10:7</p> <p><b>lost</b> 35:18</p> <p><b>Louisiana</b> 33:25</p> <p><b>lower</b> 13:8,9 32:8</p> <hr/> <p style="text-align: center;"><b>M</b></p> <hr/> <p><b>made</b> 13:16</p> <p><b>mainly</b> 39:12</p> <p><b>maintaining</b> 18:18</p> <p><b>make</b> 9:12 20:14 28:2 39:10 41:14 42:2 43:5</p> <p><b>manager</b> 41:5 44:7</p>	<p><b>manner</b> 28:4</p> <p><b>many</b> 33:16 35:1</p> <p><b>Marsac</b> 38:9</p> <p><b>matter</b> 5:4</p> <p><b>matters</b> 7:15</p> <p><b>may</b> 13:10 15:9,21 16:12 20:17 33:4 34:15 35:2 46:24 49:20</p> <p><b>maybe</b> 43:13</p> <p><b>meaning</b> 47:19</p> <p><b>Mecham</b> 6:1,2, 6 43:3,4,15,20, 23 45:2</p> <p><b>meet</b> 11:10 15:10 16:14 27:7,11 32:3,9 39:13</p> <p><b>meeting</b> 12:8, 13</p> <p><b>megawatt</b> 13:1 15:7 32:10</p> <p><b>megawatts</b> 12:24</p> <p><b>mentioned</b> 7:6 27:9</p> <p><b>message</b> 10:7</p> <p><b>met</b> 11:1 48:12</p> <p><b>metering</b> 13:5</p> <p><b>meters</b> 13:9</p> <p><b>method</b> 14:13 15:16 26:23,24 32:11</p> <p><b>methodologies</b></p>
--	---	---	--	--

47:10	29:14,15	13:19,21,25	<b>note</b> 6:11	<b>office</b> 5:16,21,
<b>methodology</b>	36:10,11	15:17,19 26:24	21:24 36:25	23,24 23:7,23
27:3 47:14	39:23,24	27:2 28:15	<b>noted</b> 24:12	24:2,8,17,20
<b>Michael</b> 43:5	42:18,19 45:8,		<b>nothing</b> 18:24	25:19 26:7,18
	9	<b>N</b>	34:21	27:1,5,12,14
<b>Michelle</b> 24:19	<b>more</b> 13:23		<b>notion</b> 35:8	28:6,15,19
<b>microphone</b>	32:6 45:17	<b>name</b> 8:20,22	<b>number</b> 5:7	<b>office's</b> 10:8
19:3	49:5,6,12	13:1 20:1	6:12 15:15	24:6,22 25:14
<b>microphones</b>	<b>morning</b> 5:3,	23:20,22 30:8	24:8 27:18	29:15
10:10	10,15 6:8,25	38:5,7 41:1,3	31:17 32:25	<b>offset</b> 16:19
<b>might</b> 18:14	10:20 21:12	43:25	33:2,13	<b>Once</b> 18:16
40:5 48:14	25:17 38:3	<b>NASA</b> 33:21		<b>one</b> 7:17 13:23
<b>Mikell</b> 43:16,	42:5	<b>necessary</b>	<b>O</b>	22:3 27:4
18,24 44:1	<b>most</b> 11:8	16:13		31:17 34:7
<b>Mikell's</b> 44:25	18:14 24:25	<b>need</b> 28:7	<b>Ober</b> 36:21	48:16 49:17
<b>mind</b> 40:4	34:17	33:17 34:9	37:6,7,10,19,	<b>one-time</b> 16:20
<b>minimum</b>	<b>mount</b> 33:21	48:1	22 38:3,7	<b>ongoing</b> 24:12
32:10	<b>Mountain</b> 5:4,	<b>needed</b> 32:16	39:16 40:8	<b>only</b> 6:18 22:3
<b>minor</b> 49:17	11 9:3,5 10:22	<b>needs</b> 8:7 27:7	<b>Ober's</b> 39:6	38:14,16 39:10
<b>minute</b> 31:23	34:24	29:21	<b>objection</b> 9:23	<b>open-ended</b>
40:6	<b>move</b> 9:19,20	<b>negotiated</b>	25:7 39:11	26:10
<b>missteps</b>	20:23 38:24	17:5	41:21	<b>opening</b> 22:7
27:16	41:17 44:18	<b>negotiation</b>	<b>objections</b> 8:2	<b>opportunities</b>
<b>mitigated</b> 25:2	<b>moving</b> 34:3	16:20	18:17 21:2	11:4
<b>modifications</b>	<b>much</b> 32:16	<b>negotiations</b>	30:23 39:5	<b>opportunity</b>
28:1,9,11	40:10 45:2	21:17 25:22	44:24	20:7 27:25
<b>modified</b> 13:8	49:14	31:12 38:21	<b>objects</b> 30:22	<b>oppose</b> 17:7
14:6	<b>much-</b>	48:6	39:2 44:21	31:25 35:21
<b>monitor</b> 27:12	<b>improved</b>	<b>new</b> 9:7 10:21	<b>obligate</b> 14:18	39:15
<b>monthly</b> 13:3	31:16	15:6,23 16:2,6	<b>obligation</b>	<b>opposed</b> 46:8
32:7	<b>multiple</b> 12:25	26:8,12,20	14:23 47:2	<b>opposes</b> 17:12
<b>months</b> 22:1	<b>municipal</b> 6:17	27:10 32:13	<b>obligations</b>	<b>optimistic</b>
26:12,15 27:21	34:12 38:9	<b>none</b> 20:15	16:4	24:14
<b>Moore</b> 5:22	<b>Murray</b> 5:24	45:5	<b>off</b> 48:8	<b>option</b> 16:11,
17:25 18:1	23:8,9,11,14,	<b>nonrefundable</b>	<b>offer</b> 11:12	18
22:17,18 23:6,	22 28:24	16:17	46:15	<b>options</b> 31:8
7,19 28:24	<b>Murray's</b> 25:4,	<b>normal</b> 14:9	<b>offering</b> 10:21	<b>order</b> 14:23
	11	<b>North</b> 8:23		
	<b>must</b> 11:1			

15:4	<b>participate</b> 7:7	47:20 48:22 49:4	<b>preparation</b> 16:21	<b>Program</b> 11:7, 8
<b>original</b> 35:22	<b>participated</b> 22:7 24:16,20 31:11	<b>Peterson's</b> 19:8 21:6	<b>prepare</b> 9:6	<b>projected</b> 26:9
<b>others</b> 7:7 43:10	<b>participation</b> 20:2	<b>phrase</b> 46:10	<b>prepared</b> 21:9 25:13	<b>proposed</b> 5:4 9:7 10:25 11:11,15 12:2, 9,14,19,23 13:8 17:5 21:14,16 24:4 25:20
<b>otherwise</b> 45:21	<b>particular</b> 11:9 12:13 46:4	<b>picked</b> 10:8	<b>present</b> 31:3 37:1,4,8 39:9 43:2	<b>proposes</b> 27:3
<b>outline</b> 13:14	<b>Particularly</b> 35:13	<b>place</b> 27:17	<b>presentation</b> 23:3 29:16	<b>protect</b> 34:3
<b>output</b> 14:2 46:6 47:1	<b>parties</b> 6:12 10:21 12:1,7, 10,14 17:3,4, 10 22:10 24:13 25:23 27:10,24 32:22	<b>plan</b> 7:7 11:17	<b>presented</b> 17:8 22:4	<b>protecting</b> 11:14
<b>over</b> 6:1 8:5 11:5 26:9 46:11 47:11,13	<b>parties'</b> 31:19 35:23	<b>plans</b> 28:17	<b>pressure</b> 21:18	<b>provide</b> 6:10 7:8 9:1 10:18, 23 13:22 15:3 16:7 21:10 32:15 34:19 35:14 41:1,7 47:8
<b>oversee</b> 9:4	<b>parts</b> 13:20	<b>Plant</b> 44:3	<b>presumption</b> 35:18	<b>provided</b> 24:3 26:2 32:13 33:14
<b>overview</b> 26:3	<b>party</b> 17:12 25:7 26:21 28:9 39:2 43:2 45:17	<b>point</b> 6:16 14:23 22:3 30:18 36:23 46:8 48:18	<b>pricing</b> 14:5 15:16 32:12 46:8 47:7,8,9, 13,14 48:12	<b>provides</b> 14:8 15:11 21:25
	<b>pay</b> 14:9,18	<b>points</b> 12:25	<b>primarily</b> 48:2	<b>providing</b> 6:22
<b>P</b>	<b>paying</b> 27:6	<b>policy</b> 38:8	<b>principal</b> 44:6	<b>provision</b> 14:2, 21 16:6 27:20, 24 46:22 48:24
<b>P-e-t-e-r-s-o-n</b> 20:3	<b>peak</b> 26:8,13 34:5,6	<b>position</b> 8:25 38:6 41:2 44:4, 6	<b>principle</b> 46:21,25	<b>provisions</b> 12:14,17,20 14:5,17
<b>Pacificorp</b> 9:3	<b>people</b> 34:2	<b>positive</b> 7:12	<b>prior</b> 28:16	<b>public</b> 5:6,17 11:22 15:18,25 17:1 20:5 21:15 32:15 33:18 35:4,14, 16
<b>pages</b> 24:3	<b>perhaps</b> 22:2	<b>possibility</b> 27:5	<b>problem</b> 7:22, 23	
<b>paid</b> 28:13	<b>period</b> 16:15 26:9,15 28:5 46:11,12,16,19 47:22,25 49:1, 2,13	<b>possible</b> 47:2	<b>proceed</b> 22:12 25:16 31:6	
<b>panel</b> 18:15	<b>periods</b> 47:12	<b>potential</b> 25:1 27:15	<b>proceeding</b> 8:2 17:11 44:9	
<b>Paragraph</b> 21:24	<b>Peterson</b> 5:18 19:13,14,16,19 20:1,3,24 22:9	<b>power</b> 5:11 9:3,5 10:22 44:2 47:23 48:10	<b>PROCEEDING</b> <b>S</b> 5:1	
<b>Park</b> 6:17 36:19 37:2 38:8,10,25		<b>Power's</b> 5:4 34:25	<b>process</b> 17:3 38:22	
<b>part</b> 13:7,21,24 14:5,6,8,16,24 15:3,8,11 16:19 24:25 27:7 32:2 46:20		<b>precluded</b> 33:10	<b>producing</b> 47:23	
<b>participants</b> 7:13 11:25 21:19 27:18		<b>prefer</b> 18:11		
		<b>preliminary</b> 7:15		

<p><b>published</b> 33:23</p> <p><b>purchase</b> 47:2</p> <p><b>put</b> 6:5</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p><b>qualified</b> 10:23</p> <p><b>question</b> 18:13 46:2,3 49:17, 23</p> <p><b>questioning</b> 39:17 43:8</p> <p><b>questions</b> 9:14 12:10 17:18, 20,22 18:1,4,6, 8,10,12 19:25 20:19 22:9,12, 18 29:2,5,12 36:3,8,13,15 37:17 38:18 39:19,20,22,24 40:1,3,6 41:11 42:14,17,19,23 43:14 44:12 45:3,22,24 49:15</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>raised</b> 17:14</p> <p><b>raises</b> 6:16</p> <p><b>ramp</b> 15:7</p> <p><b>ramp-up</b> 16:15 26:15</p> <p><b>rapidly</b> 34:3</p> <p><b>rate</b> 13:11 14:10 15:12 28:12 31:16</p>	<p><b>rates</b> 9:2,4 26:23,25 33:18</p> <p><b>rather</b> 48:4</p> <p><b>reached</b> 12:2 26:9,14</p> <p><b>reads</b> 26:12</p> <p><b>ready</b> 22:12</p> <p><b>really</b> 46:21</p> <p><b>reason</b> 35:19</p> <p><b>reasonable</b> 11:21 15:18 21:15 28:21 32:14 33:18 35:4 42:7 46:11,17,19 49:1</p> <p><b>recently</b> 11:8, 18</p> <p><b>recognition</b> 47:5 48:7</p> <p><b>recognize</b> 46:22</p> <p><b>recommend</b> 25:21 27:25 28:22</p> <p><b>recommendati on</b> 24:6,9</p> <p><b>record</b> 7:14 8:21 9:20 10:5 20:2,25 21:7 25:5,12 30:8, 20 31:1 33:23 34:5,6 36:22 38:6,25 39:7 41:19 43:11,25 45:1</p> <p><b>records</b> 34:7</p> <p><b>recover</b> 13:5</p>	<p><b>recovery</b> 35:18</p> <p><b>RECS</b> 16:11 26:20</p> <p><b>reduce</b> 34:13</p> <p><b>reevaluated</b> 13:11</p> <p><b>refer</b> 49:1</p> <p><b>reference</b> 46:8</p> <p><b>referring</b> 46:11</p> <p><b>reflect</b> 13:9</p> <p><b>regarding</b> 25:13,20 26:17</p> <p><b>regards</b> 42:2</p> <p><b>regional</b> 38:8</p> <p><b>regulatory</b> 9:2, 4 41:6</p> <p><b>relate</b> 48:24</p> <p><b>related</b> 10:19 24:4</p> <p><b>relates</b> 46:3</p> <p><b>relationship</b> 44:4</p> <p><b>relatively</b> 48:5, 9 49:7</p> <p><b>relevant</b> 15:21 33:4,13 35:3</p> <p><b>reliability</b> 34:21</p> <p><b>remain</b> 7:20 22:11</p> <p><b>remarks</b> 16:23 22:7</p> <p><b>remedy</b> 28:3</p> <p><b>reminded</b> 36:19 49:16</p>	<p><b>renewable</b> 5:5 6:3 10:23 11:6, 11,20 13:22, 23,25 14:12,19 15:1 16:4,10, 14 24:4 26:17 31:8 32:3,18 34:11,18,25 35:8,15 44:2 46:24</p> <p><b>repeat</b> 26:4</p> <p><b>report</b> 27:22 28:5</p> <p><b>reporter</b> 7:22, 25</p> <p><b>reports</b> 33:21</p> <p><b>represent</b> 17:7</p> <p><b>represented</b> 6:13 7:9</p> <p><b>representing</b> 5:17,23 6:2 11:25</p> <p><b>represents</b> 31:15 48:1</p> <p><b>request</b> 28:10</p> <p><b>requesting</b> 16:18</p> <p><b>requests</b> 27:19</p> <p><b>required</b> 15:8 16:12 27:2</p> <p><b>requirements</b> 14:16</p> <p><b>requires</b> 13:24 15:3 16:16 27:20 32:17</p> <p><b>resolution</b> 42:7</p> <p><b>resolve</b> 33:9</p>	<p><b>resolved</b> 25:1</p> <p><b>resource</b> 14:19 16:5 46:24</p> <p><b>resources</b> 6:3 13:23 16:10 27:6 31:9 34:19 35:9,14, 15</p> <p><b>respect</b> 49:18, 19</p> <p><b>respond</b> 11:5 16:7</p> <p><b>responded</b> 12:9</p> <p><b>responses</b> 8:3 9:25 21:3 25:8 37:5,13 39:3 41:22 44:22 45:19</p> <p><b>responsibility</b> 34:12</p> <p><b>responsible</b> 26:21</p> <p><b>restructured</b> 14:6</p> <p><b>result</b> 21:16,20 27:16 28:21</p> <p><b>RET</b> 24:5,9,11, 15 25:20,23,24 26:3,5,12,20, 24 27:10,13, 17,19,23 28:1, 7</p> <p><b>review</b> 20:7 21:25 22:2 27:17,25 28:17</p> <p><b>reviewed</b> 28:16</p> <p><b>Revised</b> 24:15, 23 25:14,24</p>
--	--	---	---	---

26:3,5,12 28:20 31:13, 15,20 32:5,24 <b>revisions</b> 25:23 48:18 <b>revisit</b> 27:13 <b>rights</b> 16:4 <b>rise</b> 31:12 <b>RMP</b> 8:25 10:19 <b>Robert</b> 5:22 <b>Rocky</b> 5:4,11 9:3,5 10:22 34:24 <b>room</b> 7:10 34:14 37:12	21:14,16,22,25 22:5 24:4,10, 23 25:14 27:11 28:21 31:13, 15,17,20 32:2, 5,12,24 33:10 34:11 39:14 46:7,8,13 47:4, 7,14,24 48:1,2, 18 49:21 <b>scheduled</b> 31:25 <b>scheme</b> 48:12 <b>seated</b> 7:20 <b>second</b> 10:6 30:11 <b>Section</b> 13:18 49:18 <b>sections</b> 13:14 <b>senior</b> 41:5 <b>sentence</b> 32:25 33:7 49:19 <b>sentences</b> 46:5 48:25 <b>served</b> 27:19 <b>service</b> 5:5,6 13:14 14:17 15:2,15 16:18 35:17 46:3 <b>services</b> 5:23 23:23 34:20 <b>set</b> 26:25 38:18 <b>sets</b> 10:25 13:3 14:5 16:9 <b>settlement</b> 10:14,15 12:13 16:24 24:17, 20,23 25:25	28:2,20 31:12, 23 32:23 35:20 <b>several</b> 12:1 13:15,20 <b>share</b> 19:7 <b>shifts</b> 11:14 <b>shortcomings</b> 27:15 <b>should</b> 7:18 26:11 27:17 32:8 47:1 <b>shown</b> 49:5 <b>shows</b> 33:23 <b>sign</b> 31:22 32:23 35:19 39:11 <b>signed</b> 7:3 17:6 <b>significant</b> 21:18 34:9 <b>similar</b> 41:11 <b>since</b> 22:3 <b>sincerely</b> 35:22 <b>single</b> 12:25 <b>situation</b> 46:5 <b>six</b> 9:4 34:7 <b>size</b> 46:13 48:3 <b>ski</b> 47:14 <b>Sky</b> 11:7 <b>slash</b> 44:6 <b>slightly</b> 20:17 <b>small</b> 48:9 <b>societal</b> 35:11	<b>Solar</b> 11:7,8 <b>solutions</b> 11:12 32:3 34:10 <b>something</b> 48:14 <b>sometimes</b> 21:17 <b>Sophie</b> 6:8 <b>sophisticated</b> 11:13 <b>sorry</b> 10:11 49:17 <b>sounds</b> 8:4 <b>source</b> 34:9 <b>South</b> 23:24 41:4 44:2 <b>speaking</b> 10:8 <b>specific</b> 27:4 32:6 49:6,12 <b>specifically</b> 34:25 48:15 <b>specificity</b> 49:5 <b>specified</b> 26:10 <b>specifies</b> 15:8 16:11 <b>specify</b> 49:2 <b>spell</b> 41:1 <b>spelled</b> 14:14 <b>stand</b> 7:19 <b>start</b> 5:8 <b>started</b> 48:8 <b>state</b> 8:20 20:1	23:20 30:7 38:5 40:25 43:24 <b>stated</b> 25:18 <b>statement</b> 6:10,23 21:10, 11 25:13 28:23 29:21 31:3 35:25 39:8,10 42:1,9 43:5 <b>statements</b> 7:8 <b>states</b> 9:4,5 13:21 <b>stay</b> 7:23 10:9 <b>staying</b> 40:5 <b>STEP</b> 11:17 <b>Steve</b> 6:2,22 40:14,19 41:3 <b>Steward</b> 5:12 8:7,9,11,14,22 10:13 16:22 17:17 21:21 46:14,18 48:6 49:11 <b>Steward's</b> 9:21 10:3 <b>stipulated</b> 14:1,21 39:12 <b>stipulation</b> 7:2 9:18 10:15 12:5,12 13:7, 17 16:25 17:6, 12 20:17 21:13,24 25:25 26:3,5 27:8,20, 22 28:20 31:13 32:1,23 33:11 35:21 42:6 49:18
<hr/> <b>S</b> <hr/>				

<p><b>Stipulations</b> 24:18</p> <p><b>Store</b> 41:6</p> <p><b>Stores</b> 6:21</p> <p><b>streaming</b> 10:9</p> <p><b>Street</b> 41:4</p> <p><b>subject</b> 9:17 16:5 32:19 47:11</p> <p><b>submit</b> 23:25 38:12</p> <p><b>submitted</b> 11:2 28:18</p> <p><b>Subscriber</b> 11:8</p> <p><b>such</b> 15:13 26:11,15 28:10,17</p> <p><b>suffer</b> 34:1</p> <p><b>suffering</b> 33:25</p> <p><b>suggest</b> 47:19</p> <p><b>Suite</b> 8:23</p> <p><b>summary</b> 17:15 39:8</p> <p><b>supplied</b> 48:4</p> <p><b>supply</b> 14:12 34:8,14</p> <p><b>support</b> 9:8</p> <p><b>supported</b> 20:17</p> <p><b>supportive</b> 31:9 32:1</p> <p><b>supports</b> 7:2 16:24 21:13 31:7 42:6</p>	<p><b>sustainable</b> 11:16</p> <p><b>swear</b> 8:9 19:15 23:9 29:22 40:15 43:16</p> <p><b>sworn</b> 8:7,15 19:13,20 22:11 23:8,15 29:21 30:2 40:14,20 41:12 43:13</p> <p><b>system</b> 15:21 27:6 34:19,21 35:1,10,11</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>table</b> 5:18 7:9, 20,24</p> <p><b>take</b> 7:19 27:17</p> <p><b>taken</b> 17:10</p> <p><b>talking</b> 49:24</p> <p><b>tariff</b> 5:6 9:8,17 10:19,21,25 11:3,4,20 12:9, 15,17,19,23 13:3,13 14:1,9, 22 17:13 24:5, 23 26:11,18 28:18 32:17,18 34:24,25 35:8, 23 42:2 49:7, 20</p> <p><b>tariffs</b> 28:6 34:11</p> <p><b>technical</b> 12:7 20:4</p> <p><b>Temple</b> 8:23</p> <p><b>tense</b> 21:17</p>	<p><b>Tenth</b> 41:4</p> <p><b>term</b> 15:2 33:14 49:7</p> <p><b>terminates</b> 14:20</p> <p><b>termination</b> 14:17,24</p> <p><b>terms</b> 36:25</p> <p><b>territory</b> 15:2</p> <p><b>testified</b> 8:16 19:21 23:16 27:1 30:3 37:24 40:21</p> <p><b>testimony</b> 9:7, 12,15,21 10:3 12:1 20:24 21:6 23:25 24:3 25:4,11, 19 26:6 30:12, 16,19,25 36:20,21 37:4, 9 38:11,14,16, 18,25 39:6 41:7,8,11,12, 18 42:2 43:6, 10 44:9,19,25</p> <p><b>Texas</b> 34:4</p> <p><b>than</b> 15:23 49:5,6</p> <p><b>their</b> 10:10 11:11 21:19 27:7 32:2 34:21 40:14 46:15 48:9</p> <p><b>Therefore</b> 24:9 34:22</p> <p><b>thereto</b> 9:22 10:4</p> <p><b>thing</b> 7:17</p>	<p><b>three</b> 34:6 46:20 47:11</p> <p><b>three-year</b> 47:21</p> <p><b>threshold</b> 13:2 15:7,10 32:10</p> <p><b>thresholds</b> 47:6</p> <p><b>through</b> 12:4, 9,16 13:15,20 18:11 25:22 38:21 46:19</p> <p><b>time</b> 15:10 17:16 20:23 21:18,23 24:7 25:3 28:9 31:21,25 33:9 35:24 46:11, 12,13,16,19 47:12,21,25 48:11 49:1,2, 13,22</p> <p><b>timely</b> 28:4</p> <p><b>timing</b> 39:12</p> <p><b>tips</b> 47:14</p> <p><b>title</b> 23:20 30:8</p> <p><b>today</b> 5:11 6:5, 9,10,12,17,21 7:4 9:15 10:16 12:3,15 16:25 17:8 20:20 21:10 23:4 31:4 37:2,4 38:19 39:9 41:10 42:3 44:13</p> <p><b>tomorrow</b> 22:5</p> <p><b>track</b> 33:24</p> <p><b>transfer</b> 14:22 16:4</p>	<p><b>Transportation</b> 11:17</p> <p><b>treated</b> 14:3 47:1</p> <p><b>truth</b> 8:10 19:15 23:10 29:23 40:16 43:17</p> <p><b>turn</b> 8:5</p> <p><b>two</b> 18:14 40:7 46:3</p> <p><b>two-</b> 47:21</p> <hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>UAE</b> 7:2</p> <p><b>ultimately</b> 12:2 31:22</p> <p><b>unable</b> 31:24</p> <p><b>unbundled</b> 16:11</p> <p><b>under</b> 12:25 13:6,12 14:8 16:3,10,18 21:18 22:4 27:19 28:18 32:12 46:7 47:7,8 49:18, 21</p> <p><b>understand</b> 20:16</p> <p><b>understanding</b> 47:10</p> <p><b>understood</b> 33:15</p> <p><b>unintended</b> 27:16 28:3</p> <p><b>University</b> 37:3</p>
--	---	---	--	---



<p><b>until</b> 12:11 18:11,18,21 22:11</p> <p><b>usage</b> 14:1,3 46:6,12,23,25 48:9</p> <p><b>use</b> 26:24 48:23</p> <p><b>used</b> 16:10</p> <p><b>Utah</b> 5:16,17 6:9 11:7,18 23:24 29:19 30:10,11,18 31:7,11,16,22 32:7,16,22 33:10 34:23 35:6 36:18 37:3,17 44:3</p> <p><b>Utah's</b> 34:8</p> <p><b>utilities</b> 5:17 20:5 34:19</p> <p><b>utility</b> 5:9 23:22 35:10</p> <p><b>utilize</b> 27:4 31:18 32:2</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>vague</b> 49:7</p> <p><b>valuable</b> 34:20 35:11</p> <p><b>value</b> 35:13</p> <p><b>vary</b> 20:17</p> <p><b>version</b> 12:15</p> <p><b>vetted</b> 28:16</p> <p><b>Vicki</b> 6:20</p> <p><b>view</b> 25:14 31:16 46:15</p>	<p><b>W</b></p> <hr/> <p><b>wait</b> 18:11,21</p> <p><b>Wal-mart</b> 6:21 40:13 41:6 42:5</p> <p><b>walk</b> 12:4,16 13:15</p> <p><b>walked</b> 12:8</p> <p><b>want</b> 18:10 37:8</p> <p><b>wanted</b> 47:7</p> <p><b>warmest</b> 33:22</p> <p><b>Watson</b> 44:1</p> <p><b>wave</b> 34:4</p> <p><b>way</b> 8:2 19:7 49:3</p> <p><b>ways</b> 20:18</p> <p><b>week</b> 34:4,7</p> <p><b>went</b> 47:4</p> <p><b>West</b> 8:23</p> <p><b>whether</b> 27:23 32:18 47:22</p> <p><b>while</b> 11:13 17:4 34:14</p> <p><b>White</b> 18:20 45:22,24 49:16</p> <p><b>wildfires</b> 34:4</p> <p><b>will</b> 6:10,22 10:1,22 11:3,9 14:9,18,25 15:25 21:5,23, 24 22:2,11 25:10 26:4,13, 19 27:1,12 28:13 30:7,24</p>	<p>31:17 32:5,15 34:17 39:5,15 41:24 44:24</p> <p><b>wish</b> 49:10</p> <p><b>wishes</b> 21:19</p> <p><b>within</b> 15:10 21:25 26:14 27:21 32:25 33:1,9</p> <p><b>without</b> 35:10, 17</p> <p><b>witness</b> 6:5 7:3,19 8:15 17:21 19:20 23:15 30:2 36:19 37:23 40:14,20 45:4 46:15 47:18 49:10</p> <p><b>witnesses</b> 7:19 18:12,15,18 22:13 43:2 45:17,23 48:21</p> <p><b>wondering</b> 7:18 36:20 46:14</p> <p><b>work</b> 11:10 23:20,23 32:6 35:23</p> <p><b>working</b> 27:11</p> <p><b>workshop</b> 12:11</p> <p><b>worst</b> 34:15</p> <p><b>Wright</b> 6:10 29:20,22,24 30:1,7,9,20 36:1 37:17</p> <p><b>Wright's</b> 30:25</p> <p><b>written</b> 25:4</p>	<p><b>Y</b></p> <hr/> <p><b>year</b> 11:19 33:22</p> <p><b>years</b> 11:5 46:20 47:12</p> <p><b>yesterday</b> 34:2</p> <p><b>Yvonne</b> 5:10</p>
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